

Chabot-Las Positas Community College District

RFQ No. 21/22-08

Project Name: DISTRICT-WIDE TECHNOLOGY STRATEGIC PLAN



Due Date: February 17, 2022 at 2:00 P.M.

**Purchasing and Warehouse Services
Department
7600 Dublin Blvd, 3rd Floor
Dublin, Ca 94568**

ATTN: Marie Hampton, Purchasing & Warehouse Services Manager

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RFQ No. 21/22-08
DISTRICT-WIDE TECHNOLOGY STRATEGIC PLAN

NOTICE IS HEREBY GIVEN that the Chabot - Las Positas Community College District acting through its Governing Board, hereinafter the District, is seeking qualifications from qualified firms for: RFQ NO. 21/22-08 District-Wide Technology Strategic Plan.

If you are interested and qualified, please submit three (3) copies of your statement of qualifications by 2:00 p.m. on February 17, 2022. **Statements of Qualification** must be marked clearly on a sealed package “**RFQ No. 21/22-08**” and delivered to:

Attn: Marie Hampton, Purchasing Manager
Chabot-Las Positas Community College District Office
7600 Dublin Blvd, 3rd Floor
Dublin, California 94568

Qualifications will be prioritized and based upon pass/fail criteria for experience with comparable projects in environments similar to the Chabot - Las Positas Community College.

REQUEST FOR QUALIFICATIONS No. 21/22-08
DISTRICT-WIDE STRATEGIC PLAN
For
CHABOT - LAS POSITAS COMMUNITY COLLEGE DISTRICT

INTRODUCTION

The Chabot - Las Positas Community College District is soliciting from interested and qualified Consultants to RFQ No. 21/22-08 District-Wide Strategic Plan.

The Chabot-Las Positas Community College District is a public, two-year California Community College District founded in 1961 serving the San Francisco Bay Area, particularly southern Alameda County, through its two colleges: Chabot College in Hayward; and Las Positas College in Livermore. The Colleges specialize in providing education services for four-year university transfers, technical training, continuing education, contract education with local businesses and community cultural enrichment. The District serves in excess of 20,000 students and employs more than 1,200 faculty members and staff. A seven-member elected Board of Trustees sets policy for the District.

The registered voters of the nine communities elect them from the following trustee areas: Castro Valley, Dublin, Hayward, Livermore, Pleasanton, San Leandro, San Lorenzo, Sunol, and Union City.

SCOPE OF CONSULTANT SERVICES: REFER TO EXHIBIT A

Please direct all questions in writing to the Purchasing and Warehouse Services Department ATTN:

Marie Hampton, Purchasing Manager
Chabot - Las Positas Community College District
7600 Dublin Blvd
Dublin, California 94568

Telephone: (925) 485- 5223
Fax: (925) 485-5253
Email: mhampton@clpccd.org

QUALIFICATION REQUIREMENTS

QUALIFICATION SUBMITTAL AND SELECTION PROCEDURE

A. SUBMITTAL REQUIREMENTS

Applicants must follow the required Qualifications Format. List all proposed deliverable items, required meetings and/or project schedule.

B. SELECTION PROCESS

The District shall review the qualifications for the CONSULTANT proposed to determine his/her competency to prepare RFQ No. 21/22-08 District-Wide Technology Strategic Plan. The qualification review shall include a review of resumes with an appraisal of the candidates' education, similar project experience, project successes and may include an interview.

C. SELECTION SCHEDULE (To be determined with Purchasing)

Qualifications submittal due:	February 17, 2022 at 2:00 pm
Request for Information due:	February 4, 2022 at 4:00 pm
Addendum Due:	February 9, 2022
Selection Committee Convenes:	Too Be Determined
Notification to Proposers:	Too Be Determined
Establish Consultant Agreements:	Too Be Determined

QUALIFICATIONS FORMAT

The purpose of this Qualifications is to demonstrate your firm's ability to provide the required Service. Consultants are urged to submit concise Qualifications appropriate to the scale and of service and only include items that are relevant to this specific RFQ. Qualifications must be submitted on 8.5 x 11" paper, double-spaced and should not extend more than 26 pages, single sided or 13 pages double-sided. Qualifications will be rated on a PASS or FAIL criteria. Please index and number all pages.

A qualifying Qualifications must address all of the following points. Failure to address the following points may cause for rejection of your Qualifications:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - A. Type of organization, size, professional registration, certifications, and affiliations.
 - B. Outline of recent projects completed that are directly related to the services outline in the RFQ. Consultant is required to demonstrate specific project expertise relating to the requirements of the Project Description and Scope of Services described in.
 - C. Names, experience and qualifications each individual proposed for assignment.

- D. Qualifications of any proposed sub-consultants or joint venture firms, if appropriate.
- E. Client references from recent related projects, including the name, address and phone number

of the individual to contact for referral.

4. Philosophy and Approach

- A. Summary of philosophy and approach.
- B. Provide a description of the organizational structure and staffing to be used for the Project.
- C. Identify the specific individual (s) who will interface with the District as single point of contact.

5. Fees, Insurance and Indemnification

A. Fees:

- 1. Propose hourly rates and a monthly rate to perform inspection and related services, as specified under: Scope of Consultant Services, Exhibit A.
- 2. Provide a listing of costs for other expenses such as mileage, per diem, weekend and holiday work.
- 3. Submit the attached itemized fee schedule as the basis for extra services
- 4. The Consultant shall comply with Labor Code Section 1720, as amended in 1999, which requires employees engaged in certain specific work classifications be paid the prevailing wage rate found by the State of California Director of Industrial Relations.
- 5. District will provide at no charge a field office, desk and chair, photocopier, telephone and fax at the jobsite. Consultant will be responsible for providing his/her own vehicle, special equipment, personal computer, printer, clerical support and any other goods or supplies necessary to perform services as required by this contract.

B. Insurance & Indemnification:

INSURANCE REQUIREMENTS

To insure quality performance of requested service, the Chabot-Las Positas Community College District has established standard insurance requirements to be met by Vendors. All insurance required by this document shall be obtained from insurance companies that are duly licensed or authorized to issue insurance policies for the limits and coverages required in the jurisdiction in which the Project is located.

Insurance companies must have an A.M. Best financial rating of A- or better. Insurance certificates should be provided complying with the requirements set forth herein.

1. Liability Insurance. Vendor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims set forth herein which may arise out of or result from vendors performance and furnishing of the Work and Vendor's other obligations under the Project description, whether it is to be performed or furnished by Vendor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish and of the Work, or by anyone for whose acts any of them may be liable:

- Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of Vendor's employees;
- Claims for damage because of bodily injury, sickness or disease, or death of any person other than Vendor's employees;
- Claims for damages by personal injury which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Vendor, or (2) by any other person for any other reason;
- Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- Claims for damages, other than for the services, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- General Requirements. The insurance required to be purchased and maintained by Vendor shall:
 - Include at least the specific coverages and be written for not less than the limits of liability specified herein or required by Laws or Regulations, whichever is greater;
 - Include contractual liability insurance covering Vendors indemnity obligations under this contract;
 - Vendor agrees to provide 30 days, prior written notice to Owner should any insurance coverage required by the contract be canceled, materially changed, or non-renewed.

A. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect Vendor against all claims under applicable state workers' compensation laws.

B. Commercial General Liability Insurance. This insurance shall be occurrence type and shall protect against claims arising from bodily injury or property damage arising out of performance of the Work. Coverage shall include the Chabot-Las Positas Community College Districts, its officers, directors, partners, employees, and agents as Additional Insureds.

The liability limits shall be not less than:

Bodily injury and property damage	\$1,000,000 combined single limit for each occurrence \$2,000,000 general aggregate
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C. Professional Liability Insurance. This insurance shall be written to protect Vendor

against errors and omissions, for coverage in an amount not less than:

\$1,000,000 each occurrence
\$2,000,000 general aggregate

II. Indemnification. Vendor shall defend, indemnify, and also hold harmless the Chabot-Las Positas Community College District, its Directors and employees against and from any and all causes of action, suits, demands, costs, claims, damages, losses, liabilities, obligations, fines and expenses (including but not limited to attorney's fees), directly or indirectly arising III. out of or resulting from injury, illness, death, property damage or government order relating to the services of this Contract.

EXHIBIT A - SCOPE OF CONSULTANT SERVICES

Project Overview: The Chabot-Las Positas Community College District is seeking Qualifications for strategic planning services for the development of up to three Information Technology Strategic Plans – for Chabot College, Las Positas College, and the District Office. The goal is to develop three IT Strategic Technology Plans (4-year) that are individualized for each location and integrated for all the locations in support of common district wide technology initiatives, priorities and projects.

The technology plans will incorporate a common format that includes an “Action Plan” section with initiatives to be updated on a regular basis and mapped against institutional goals and objectives.

The plans will reflect the missions, visions, values, and goals of their respective organizations.

Project Planning

- 1) Assessment of the technology environments (people, processes, technology) and technology plans at each location
- 2) SWOT Analysis or similar approach to frame the technology planning
- 3) Incorporation of current technology trends research to include EDUCAUSE Top 10 IT Issues, NMC Horizon Report for Higher Education and Gartner Top 10 Strategic Technology Trends
- 4) Inclusion of IT Best Practices for Governance, Project/Portfolio Management, Policies, Procedures, Information Security, Operations, Service Delivery, etc.
- 5) Reference of core documents for each site (e.g., Master Plans, Strategic Plans, Accreditation Reports, etc.)
- 6) Planning recommendations based on current and future technology trends
- 7) Facilitation at each site for the development of technology mission, vision, values, strategic goals, and action planning.
- 8) Facilitation of discussions at each site regarding joint initiatives, priorities, and projects.
- 9) Incorporate constituent feedback through document review, focus groups, surveys, interviews.
- 10) Provide constituent-based planning that includes existing technology committees.
- 11) Focus on learning, instruction, student support services, administrative services, communication, research, and operations.
- 12) Items to address include distance education, information security, standardization, change management, data governance, business processes, technologies for a secure remote-work environment, student engagement, delineation of roles and responsibilities, and cost allocations.
- 13) Focus on the future state and the development of a roadmap to get from the present state to the future state.
- 14) Deliverables to include integrated 4-year Information Technology Strategic Plans for Chabot College, Las Positas College and the District Office.

Briefly describe your firm's experience in the following areas:

- 1) Experience developing IT Strategic Plans for multi-college or multi-campus organizations
- 2) Utilize technology and online tools to facilitate the planning process and workflows, (e.g., resource documents, polls, communications, project steps, review/revisions, etc.)
- 3) Utilize technology to allow constituents to participate in the live meetings remotely (e.g., web conferencing)
- 4) Provide a portfolio of recently developed IT Strategic Plans for other clients
- 5) Highly professional communication, presentation, facilitation, and technology skills
- 6) Demonstrate disciplined approach to strategic planning and group facilitation
- 7) Past experience managing information technology planning and operations at a higher education institution
- 8) Provide itemized list of optional planning services

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ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title)
_____. I declare, state and certify to all of the following.
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) Contractor's policy of maintaining a drug-free workplace;
- (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, *inter alia*, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, *et seq.*

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20____.
(City and State)

(Signature) (Handwritten or Typed Name)

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ATTACHMENT B

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

The _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Qualifications ("the Bidder"). In connection with the foregoing Bid Qualifications, the undersigned declares, states and certifies that:

1. The Bid Qualifications is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Qualifications is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Qualifications and related documents are true.
6. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20__ at _____

(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

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INSTRUCTIONS FOR SUBMITTALS

- A. **SECURING DOCUMENTS:** Request for Qualifications and other contract document forms will be available without charge, and may be secured by prospective proposers by **downloading document (Adobe Reader required) from the District's website at:** <http://www.clpccd.org/business/RFP-2-12.php>
- B. **QUALIFICATIONS:** Qualifications to receive consideration shall be made in accordance with the following instructions:
- (a) Qualifications shall be made upon the form obtained at the website referenced above and properly executed. Qualifications is to be verified before submission as they cannot be corrected after Qualifications is opened.
 - (b) Before submitting a Qualifications, proposers shall carefully review the directions and forms. They shall fully inform themselves on all existing conditions and limitations, and shall include in the Qualifications a sum to cover the cost of all items included in the contract. No allowance will be made because of lack of such examination or knowledge.
 - (c) The decision as to acceptability of services or items rests solely with the District. Proposer shall submit complete information on the services stated in Qualifications form. Failure to do so may nullify the Qualifications. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.
 - (d) Qualifications shall be delivered to the District, at the office indicated, on or before the day and hour set for the opening of Qualifications. Qualifications shall be enclosed in a sealed envelope bearing the description of the Qualifications call, and the name of the proposer. It is the responsibility of the proposer to ensure their Qualifications is delivered in proper time and at the proper place. Any Qualifications received after the scheduled closing time for receipt of Qualifications shall be returned to the proposer unopened.
 - (e) The District reserves the right, at any time, to abandon or terminate its efforts to contract for said services without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned. The District further reserves the right to waive any irregularities or informalities with regard to the Qualifications or the Qualifications process, and to negotiate with the successful proposer, as contractor, on any point which may best serve the District with respect to cost or value of the service to the District.
- C. **PRICES AND/OR FEES:** All Qualifications prices and/or fees shall include detail narrative for each item specified, and shall be recorded in the Qualifications format provided herein. Proposed fees shall be firm for the duration of the project and shall include all of the Proposer's costs, taxes, fees, expenses, overhead and profit. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of performing the studies and surveys proves to be less than is estimated at the time of entering into this contract.
- D. **QUESTIONS FROM PROPOSERS:** Questions are to be submitted in writing by email to Marie Hampton, Purchasing Manager, e-mail mhampton@clpccd.org on or before **4:00 p.m, Friday, February 4, 2022**. CLPCCD shall not be obligated to answer any questions received after this deadline or submitted in a manner other than as instructed above. Proposers are

instructed not to contact District or College personnel in any other manner concerning this RFP. At District's sole discretion, unauthorized contact may be grounds for disqualification of a proposer. **Written responses from the District will be posted on the website as addenda at:** <http://www.clpccd.org/business/RFP-2-12.php>

- E. **ADDENDA:** If it becomes necessary for District to revise any part of this RFP, or to provide clarification or additional information after the Qualifications documents are released, **written addenda will be posted on the website at:** <http://www.clpccd.org/business/RFP-2-12.php>

Any addenda issued by the District during the time of issuance to the proposer shall be covered in the Qualifications and made a part of the contract.

- F. **WITHDRAWAL OF QUALIFICATIONSS:** Any proposer may withdraw its Qualifications, either personally or by a written request, at any time prior to the scheduled time for opening of Qualifications, but not after.
- G. **AWARD OR REJECTION OF QUALIFICATIONSS:** The Contract will be awarded to the proposer based on selection criteria outlined in this RFP. The Governing Board of Chabot-Las Positas Community College District, however, shall reserve the right to reject any/or all Qualifications, to accept or reject any one or more items of a Qualifications, and to waive any informality or irregularity in the Qualifications or in the bidding. The District further reserves the right to negotiate with the successful proposer, as independent contractor, in order to ensure the best value and highest service level for the District.
- H. **WITHDRAWAL OF QUALIFICATIONSS AFTER OPENING:** No proposer may withdraw their Qualifications for a period of ninety (90) days after the date set for the opening thereof.
- I. **PROFESSIONAL SERVICES AGREEMENT:** The Professional Services Agreement (PSA) resulting from this Request for Qualifications shall consist of the following documents: Request for Qualifications, Instructions for Proposers, the Accepted Qualifications, the Scope of Work, Terms and Conditions of PSA, Non-Collusion Affidavit, Drug-Free Workplace Certification, Workers' Compensation Insurance, and all modifications thereof duly incorporated therein, and the Purchase Order, if applicable. 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 the agreement. Upon submittal of Qualifications, the proposer is accepting all terms and conditions of PSA (Exhibit B).
- J. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a Qualifications for the proposed contract is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they are instructed to contact Marie Hampton, Purchasing Manager, e-mail mhampton@clpccd.org to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the District, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

- K. **PROPOSERS INTERESTED IN SUBMITTING MORE THAN ONE QUALIFICATIONS:** No person, firm or corporation shall be allowed to make or file or be interested in more than one Qualifications for the same work, unless alternate Qualifications are called for. A person, firm or corporation submitting a sub-Qualifications to a proposer, or who has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-Qualifications or quoting prices to other proposers.
- L. **ASSIGNMENT OF CONTRACT:** No assignment by the proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
- M. **PERMITS AND LICENSES:** The proposer and all of the proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable federal, state, county and city requirements.
- N. **NON-COLLUSION AFFIDAVIT:** No person, firm, corporation or other entity shall submit or be interested in more than one bid Qualifications for the same work; provided, however, that a person, firm or corporation that has submitted a sub-Qualifications to a bidder or who has quoted prices for materials to a bidder is not thereby disqualified from submitting a sub-Qualifications, quoting prices to other bidders or submitting a bid Qualifications for the proposed work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the bidder (Attachment B).
- O. **DRUG-FREE WORKPLACE CERTIFICATION:** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the agreement. The successful bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the agreement, the suspension of any payment of the contract price otherwise due under the contract documents and/or debarment of the successful bidder (Attachment A).
- P. **WORKERS' COMPENSATION INSURANCE:** Pursuant to California Labor Code §3700, the successful bidder shall secure Workers' Compensation Insurance for its employees engaged in the work of the contract. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the work under the contract: "I am aware of the provisions of §3700 of the California 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 the contract." The form of such Certificate is included as part of the contract documents).
- Q. **HOLD HARMLESS AND WAIVER OF LIABILITY:** The proposer agrees to defend, hold harmless and indemnify the Chabot-Las Positas Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be

alleged to be caused by the contractor's performance of professional services set forth herein. The proposer, at his 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 pertaining to this project, and satisfy any judgment that may be rendered against any of them. The proposer further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

R. **INSURANCE, PERMITS AND LICENSES:** The proposer 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 contract and any extensions, insurance adequate to protect the proposer from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), loss of property and damage to property which may arise as a consequence of this contract. All policies, with the exception of Workers' Compensation, shall name the District, its officers, directors, agents, and employees as additionally insured, with respect to the proposer's acts or omissions under this agreement, and shall contain a covenant requiring thirty (30) days' prior written notice to the District before cancellation, reduction, or any other modification of coverage. These policies shall be primary and non-contributory with any insurance of the District and shall contain a severability of interest clause in respect to cross liability, protecting each named insured as though a separate policy had been issued to each. Certification of the above policies shall be furnished to the District upon execution of this agreement. The failure to furnish such evidence may be considered default by the proposer. The proposer 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. The proposer shall maintain current insurance documents, for all of the above coverage, on file at the District during the term of any contract with the District, including, but not limited to:

- Certificate of Insurance confirming \$1,000,000 combined single limit general liability coverage, automobile liability coverage, professional liability coverage, and contractual liability coverage, all four naming the Chabot-Las Positas Community College District as an additional insured and copies of the endorsements to the policies naming the Chabot-Las Positas Community College District as an additional insured.
- Proof of workers' compensation coverage.

S. **QUALITY OF WORK:** The proposer shall be responsible for the performance of all work as specified in this Qualifications. The proposer shall guarantee work meets or exceeds the specifications as set forth herein and in the Request for Qualifications documents.

T. **PROPOSER'S EMPLOYEES:** The proposer shall not employ on this project 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 the contract. Should the District deem anyone employed on this project to be incompetent or unfit for his/her duties and so inform the proposer, the proposer shall immediately remove such person from work under this order and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

U. **EXTRA WORK AND SERVICES:** In the event that circumstances disclosed by this study indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the proposer 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 the proposer in writing. No claims of the proposer for extra work

or services shall be allowed before such extra work and services are entered upon or undertaken.

- V. **SCHEDULE:** The District shall schedule and coordinate the proposer's work and the work of others, and the proposer agrees to comply strictly with such scheduling and coordination. The final version of the project schedule shall be finalized upon mutual agreement between the District and the proposer.

- W. **COMMENCEMENT OF WORK:** Upon award of this contract, the District shall provide written notification to the Contractor by means of an Authorization to Proceed Letter, accompanied by District purchase order document. No work shall commence until such written authorization has been duly executed.

- X. **COMPLETION AND DELIVERY OF REPORT:** The proposer shall complete the deliverables as agreed upon and present the completed report to the Chancellor by no later than the mutually agreeable date as established by the parties after notification of award of the contract.

- Y. **PAYMENT:** Payment terms shall be "Net 30" 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, 7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568.

- Z. **TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, the proposer 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 the proposer shall expressly waive any and all claims for damages or compensation arising under this contract, 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.

- AA. **DEFAULT BY CONTRACTOR:** The District shall hold the proposer responsible for any damage which may be sustained because of the failure or neglect of the proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the proposer's delivery requirement. If the proposer fails or neglects to furnish or deliver any of the materials, supplies, or 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 contract, the District may, upon written notice to the proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies, or services elsewhere without notice to the proposer.

- BB. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of this contract, the proposer is deemed to be an independent contractor, and is not an officer, employee or agent of the District.

8. QUALIFICATIONS FORM

TO: CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Request for Qualifications and the other documents relating thereto, the undersigned proposer, having familiarized him/her self with the terms of the Agreement, the Scope of Work and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the plans and specifications and other contract documents, including Addenda Nos. _____, on file at the Business Services, Contracts Office of said District for the sums set opposite the articles listed herein:

2. It is understood that the District reserves the right to reject this Qualifications in whole or in part; to waive informalities in the Qualifications or in the bidding, and that this Qualifications shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of this Qualifications.

3. It is understood that the successful proposer will be required to deliver ALL ITEMS AS SO STIPULATED IN THE TERMS AND CONDITIONS OF THEIR QUALIFICATIONS DOCUMENT AND WITHIN THE DELIVERY TIME STATED.

4. It is understood and agreed that if written notice of the acceptance of this Qualifications is mailed, telegraphed or delivered to the undersigned, within ninety (90) days after the opening of the Qualifications, or at any time thereafter before this Qualifications is withdrawn; the undersigned agrees that he/she will execute and deliver to the District a contract in the form attached hereto in accordance with the Qualifications as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall commence immediately by the undersigned proposer, upon due execution and delivery to the District of the contract; and shall be completed by the Contractor in the time specified in Article 10 of the Agreement of said contract documents.

5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

Proper Name of Proposer: _____

By: _____

Authorized Agent Signature

Date

Address: _____

Telephone: _____ Fax: _____

Email: _____

9. PROJECT FEES

A. **Billable Hours** Please indicate the name and role of each team member to be assigned to this project, include the team they will work on (i.e. Chabot College, Las Positas College, District), along with the hourly billable rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement. For example:

<u>Team Member & Role</u>	<u>Assigned Team</u>	<u>Hourly Billable Rate</u>	<u>Est. Project Hours</u>	<u>Extended Cost</u>
		\$		\$

B. **Billable Costs** Please indicate your billable costs for the following project functions. If these costs are included in your billable rates above, please mark "included".

Travel:	Transportation	_____
	Mileage	_____
	Lodging	_____
	Subsistence	_____
	Other	_____
Communication: Phone/Fax	_____	
	Mail/UPS	_____
	Express/Delivery Services	_____
	Other	_____
Production:	CAD/Plotting	_____
	Shipping	_____
	Copy/Printing	_____
	Equipment Rental	_____
	Subcontracted Services	_____
	Agency Review	_____
Other	_____	

C. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursables and their respective unit costs:

TOTAL ESTIMATED PROJECT FEE: \$ _____

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AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of [Click here to enter a date.](#) (“Effective Date”) by and between Chabot-Las Positas Community College District (“District”) and _____ (“Consultant”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain consulting services, (“Consultant Services”) as more particularly described in this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services.

WHEREAS, if the nature of Consultant Services requires the Consultant to be licensed, permitted or otherwise authorized by a Governmental Authority to complete the Consultant Services, Consultant is licensed, permitted or authorized to provide the Consultant Services.

WHEREAS, the Consultant submitted a proposal to complete the Consultant Services (“Proposal”); the Proposal is attached hereto as Attachment 3 and incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

1 CONSULTANT SERVICES.

1.1 Scope of Consultant Services. The Consultant Services are described in Attachment 1 to this Agreement. The Consultant shall, in Attachment 1, identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District’s approval. The Consultant shall provide all labor, materials, equipment, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services without adjustment of the Contract Price.

1.2 Consultant Services Schedule. The Consultant shall complete the Consultant Services, and portions thereof, in accordance with the Consultant Services Schedule set forth in Attachment 1. The Consultant is liable to the District for costs, charges, losses and other damages arising out of or related to the failure of the Consultant to complete Consultant Services in accordance with the Consultant Services Schedule.

1.3 Consultant Work Product. All materials generated by the Consultant or received by the Consultant in the course of completing the Consultant Services (“Consultant Work Product”) are property of the District. Consultant Work Product includes tangible and intangible items in any form, including calculations, drawings, written/graphic materials, digital/electronic files and samples. The Consultant shall provide the District access to Consultant Work Product during Consultant’s performance of Consultant Services for the District’s inspection, review and/or reproduction of Consultant Work Product.

1.4 Additional Consultant Services. Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may add to, delete from or modify the Consultant Services by written notice to the Consultant. If Additional Consultant Services authorized by the District do not result from the Consultant’s fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.

1.5 Consultant Standard of Care. The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (i) using the Consultant's best skill and attention; (ii) with due care and in accordance with applicable standard(s) of care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The Consultant acknowledges that the Consultant Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the subject matter of this Agreement. The Consultant is liable to the District for losses, costs, changes and other consequences of its failure to provide perform and/or complete the Consultant Services or authorized Additional Consultant Services in a timely manner.

1.6 Consultant Independent Consultant.

1.6.1 Independent Consultant Status. The Consultant is an independent Consultant to the District. This Agreement and the Consultant Services hereunder are not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and any employee or agent of Consultant. All persons providing any Consultant Services under this Agreement shall, at all times, remain an employee of Consultant. As an independent Consultant, Consultant is responsible for determining the means and methods for performing the Consultant Services.

1.6.2 Consultant Tax and Employee Benefits Responsibilities. The Consultant is solely responsible for deducting all federal, state and local income taxes, FICA withholdings and all other taxes, assessments or withholdings the Consultant is required to deduct from compensation due the Consultant's employees by operation of law.

1.6.3 Consultant Employees and Agents Not District Employees. The Consultant's employees and agents are not employees of the District and shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other benefits as an employee of the District.

1.6.4 No Consultant Authority to Contractually Bind District. The Consultant acknowledges and agrees that it is not authorized to: (i) enter into contracts on behalf of the District; or (ii) expressly or impliedly commit or bind the District to any contractual obligation. Any action of the Consultant to enter into or to purportedly enter into any agreement, contract or obligation on behalf of the District in violation of the preceding is an event of Consultant default. In addition to rights and remedies of the District arising under this Agreement or by operation of law resulting from such Consultant default, the Consultant is liable to the District for all consequences of any agreement, contract or obligation purportedly entered into by the Consultant on behalf of the District.

1.7 Consultant Warranties and Representations. The Consultant warrants and represents to the District each of the following:

1.7.1 Consultant Authority to Complete Consultant Services. The Consultant warrants and represents that the Consultant and/or the Consultant's employees, as applicable, completing any of the Consultant Services possess all licenses, permits or other authorizations required by any Governmental Authority to complete the Consultant Services. The Consultant further

warrants and represents that at all times while completing Consultant Services, the Consultant will maintain in full force and effect and in good standing all such licenses, permits or other authorizations.

1.7.2 Capacity to Complete Consultant Services. The Consultant warrants and represents that it possesses all necessary capacity to complete the Consultant Services, including without limitation, sufficient manpower resources with necessary skills, knowledge and experience, adequate financial resources and tools, machinery or other similar items necessary to complete the Consultant Services.

1.7.3 Conflicts of Interest. Consultant warrants and represents that neither the Consultant or any employee of the Consultant employs or retains the services of any immediate family member of any District employees, nor has it furnished any financial compensation for the pursuit of business with the District. For purposes of this Agreement, an “immediate family member” is an adult who is a parent or step-parent, spouse, sibling or step-sibling, grandparent, uncle, aunt, or first cousin of a District employee.

1.7.4 Consultant Not Debarred. The Consultant warrants and represents that it has not been debarred by a Governmental Authority from bidding for, submitting proposals for, or award of a public contract.

1.7.5 Breach of Warranties and Representations as Consultant Default. If any of the foregoing warranties or representations are false or misleading or if the Consultant breaches any of the foregoing warranties or representations, the Consultant shall be deemed in default under this Agreement.

1.8 No Sub-Consultants. Unless the Consultant requests District consent for completion of any portion of the Consultant Services by a Sub-Consultant to the Consultant and the District consents to such request, all Consultant Services shall be completed by the Consultant and its employees. If the Consultant requests consent of the District to complete any portion of the Consultant Services by a Sub-Consultant, the District may grant, condition or deny such consent in the sole and exclusive discretion of the District.

2 CONTRACT PRICE.

2.1 Contract Price for Consultant Services. The Contract Price due Consultant for completing Consultant Services is a lump sum, fixed price of _____ Dollars (\$_____). Except for authorized Additional Consultant Services allowable Reimbursable Expenses, if any, the Contract Price represents the full amount due from the District to the Consultant for Consultant’s completion of the Consultant Services, including the Consultant’s fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District’s Administrative Offices, travel within the **Counties of _____**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.

2.2 Additional Consultant Services. If the District authorizes Additional Consultant Services, the District’s payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Attachment 2 to this Agreement.

- 2.3 Reimbursable Expenses.** The Contract Price set forth above is inclusive of all expenses and costs incurred by the Consultant to complete the Consultant Services, except for expenses or costs for reimbursable items subject to the District's advance written authorization.
- 2.4 Consultant Billings for Payment of Contract Price.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format along with such substantiating data as requested by District.
- 2.5 District Payment of Contract Price.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and authorized Reimbursable Expenses, if any. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.
- 2.6 Consultant's Payments.** The Consultant shall promptly pay its employees, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant, without adjustment of the Contract Price.

3 INSURANCE; INDEMNITY

- 3.1 Consultant Insurance.** At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance with at least the minimum coverage amounts set forth in this Agreement.
- 3.2 Workers Compensation and Employers Liability Insurance.** The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 3.3 Commercial General Liability Insurance.** The Commercial General Liability and Property Insurance shall cover the types of claims set forth below for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement.

- 3.4 Automobile Liability Insurance.** The Automobile Liability Insurance shall insure risk of loss for bodily injury, death and property damage arising out of the operation of any owned, non-owner or hired motor vehicle.
- 3.5 Professional Liability Insurance.** If required by this Agreement, the Consultant’s professional liability insurance shall cover liabilities arising out of the performance of Consultant Services under this Agreement.
- 3.6 Minimum Coverage Limits.** Minimum coverage limits for the Consultant’s policies of insurance shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: Choose an item.
	Aggregate: Choose an item.
Automobile Liability (combined single limit)	Choose an item.
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Professional Liability	Choose an item.

- 3.7 Certificates of Insurance.** The Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance with the minimum coverage limits required hereunder. The Consultant will not be permitted to perform any Consultant Services until Certificates of Insurance for all required policies of insurance have been delivered to the District. No payment will be made for any Consultant Services until the District has received Certificates of Insurance evidencing the Consultant’s policies of insurance in accordance with requirements of this Agreement.
- 3.8 Additional Insured.** The District shall be an Additional Insured to the General Liability and Automobile Liability policies of insurance of the Consultant. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be the then current form of endorsement for ISO CG 20 10 (04/13), or SO CG 20 38 (04/13).
- 3.9 Consultant Insurance Primary.** If any policy of insurance required of the Consultant overlaps with any policy of insurance maintained by the District, the Consultant’s policy(ies) of insurance is/are primary and non-contributing with any policy of insurance maintained by the District.
- 3.10 No Cancellation or Material Modification.** Each policy of insurance required by this Agreement shall be endorsed to state that coverage thereunder shall not be cancelled or materially modified except upon thirty (30) days’ advance written notice to the District. Written notice of cancellation or material modification shall be from the insurer issuing the policy of insurance to the District.
- 3.11 Waiver of Subrogation.** Policies of insurance required by this Agreement shall include waivers of rights of recovery by subrogation against the District and its officers, employees, agents and representatives. The Consultant shall obtain any endorsement that may be necessary to effectuate the foregoing waiver of subrogation and that this provision is applicable and enforceable regardless of whether or not the insurer for any Consultant maintained policy of insurance issues a waiver of subrogation endorsement.
- 3.12 Insurer Qualifications.** Policies of insurance shall be issued by insurers who are: (i) authorized to issue insurance policies in the State of California; and (ii) AM Best rated at least A/VII.

3.13 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

3.14 Indemnity.

3.14.1 Consultant Indemnity of District. The Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons; (iii) damage to property; or (iii) other costs, charges, damages or losses which arise out of or attributable, in whole or in part, to the negligent, grossly negligent or willful conduct of Consultant, or its employees, agents and representatives. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Consultant's completion of obligations hereunder until barred by the applicable Statute of Limitations.

3.14.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent, grossly negligent or willful conduct of the District.

4 TERM; TERMINATION; SUSPENSION

4.1 Term. The Term of this Agreement commences as of the Effective Date set forth above. The foregoing notwithstanding, if this Agreement is subject to approval or ratification by the District's Board of Trustees, the Effective Date of this Agreement is deemed the date of Board of Trustees action approving or ratifying this Agreement. Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement expires upon the Consultant's completion of Consultant Services.

4.2 Termination for Default. Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to

the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.

- 4.3 District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Consultant Services hereunder; provided, however, that if the District directs suspension of Consultant Services for sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services hereunder.
- 4.4 District Termination For Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder. The Consultant is not entitled to any portion of the Contract Price for Consultant Services terminated by the District pursuant to the foregoing.
- 4.5 Consultant Suspension of Consultant Services.** If the District fails to make payment of the undisputed portion of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend performance of Consultant Services until payment of the undisputed portion of the Contract Price is received by the Consultant. In such event, Consultant shall have no liability for any delays to completion of Consultant Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Consultant to suspend performance of Consultant Services.
- 4.6 Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relating to completed and in progress Consultant Services. The Consultant shall within five (5) days of the effective date of Termination, assemble and deliver to the District all Consultant Work Product.

5 MISCELLEANOUS

- 5.1 Governing Law; Interpretation.** This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 5.2 Time.** Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 5.3 Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor

District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

5.4 Consultant Personnel and Expense Records. The Consultant shall maintain detailed billing records of personnel time and allowable Reimbursable Expenses to complete Consultant Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Consultant shall maintain billing records for at least three (3) years after completion of Consultant Services.

5.5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
Chabot-Las Positas Community College District
7600 Dublin Boulevard
Dublin, CA 94568

Attn: _____

If to Consultant:

5.6 Confidentiality. All information and data provided by the District to the Consultant in connection with the Consultant Services are deemed confidential materials which shall not be disclosed by Consultant or its employees to any third party without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Consultant is liable to the District and third parties for losses, costs or other damages arising out of or relating to Consultant’s breach of the confidentiality obligations set forth herein.

5.7 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

5.8 Disputes.

5.8.1 Consultant Continuation of Services. Except in the event of the District’s failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant Services and authorized Additional Services pending a subsequent resolution of such disputes.

5.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Commercial Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings pursuant to the following Paragraph.

5.8.3 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Commercial Arbitration Rules in effect at the time

of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) ("Arbitration Award) shall be: (i) supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296; and (ii) include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. An Arbitration Award that does not conform to the foregoing shall be invalid and unenforceable. The District and the Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the Arbitration Award, the Court determines either that the Arbitration Award is not supported by substantial evidence or is based on an error of law. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the District's administrative offices.

- 5.8.4 Consultant Compliance with Government Code §900, et seq.** The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Consultant's submission of claims to the District. The Consultant's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Consultant's initiation of any other dispute resolution procedure or proceeding.
- 5.8.5 Limitation on Arbitration.** The Superior Court for the State of California for the County in which the District is situated, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) Consultant's failure to satisfy all conditions precedent to arbitration, (iv) the right to compel arbitration, and (v) grounds for the revocation of the arbitration agreement.
- 5.8.6 Limitation on Special/Consequential Damages.** In the event of the District's breach or default of its obligations under this Agreement, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Consultant expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under this Agreement; the Consultant expressly waives and relinquishes any recovery of special or consequential damages from the District.
- 5.9 No Third-Party Beneficiaries.** This Agreement shall not be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. There are no third-party beneficiaries to this Agreement.
- 5.10 Captions.** Captions of the provisions of this Agreement are used for convenience of reference only. The Parties that such captions are not to be used to interpret or construe the intent or context of this Agreement.
- 5.11 Counterparts.** This Agreement may be executed in counterparts. Each counterpart copy hereof shall be deemed a duplicate original. The Parties acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in PDF format shall be legal and binding, with the same full force and effect as if an originally executed copy of this Agreement had been delivered. The Parties (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that each Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

5.12 Entire Agreement. The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. Documents forming a part of this Agreement are:

- Attachment 1 Consultant Services Scope; Consultant Services Schedule and Consultant Personnel
- Attachment 2 Personnel Rates
- Attachment 3 Proposal

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

**“DISTRICT”
CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

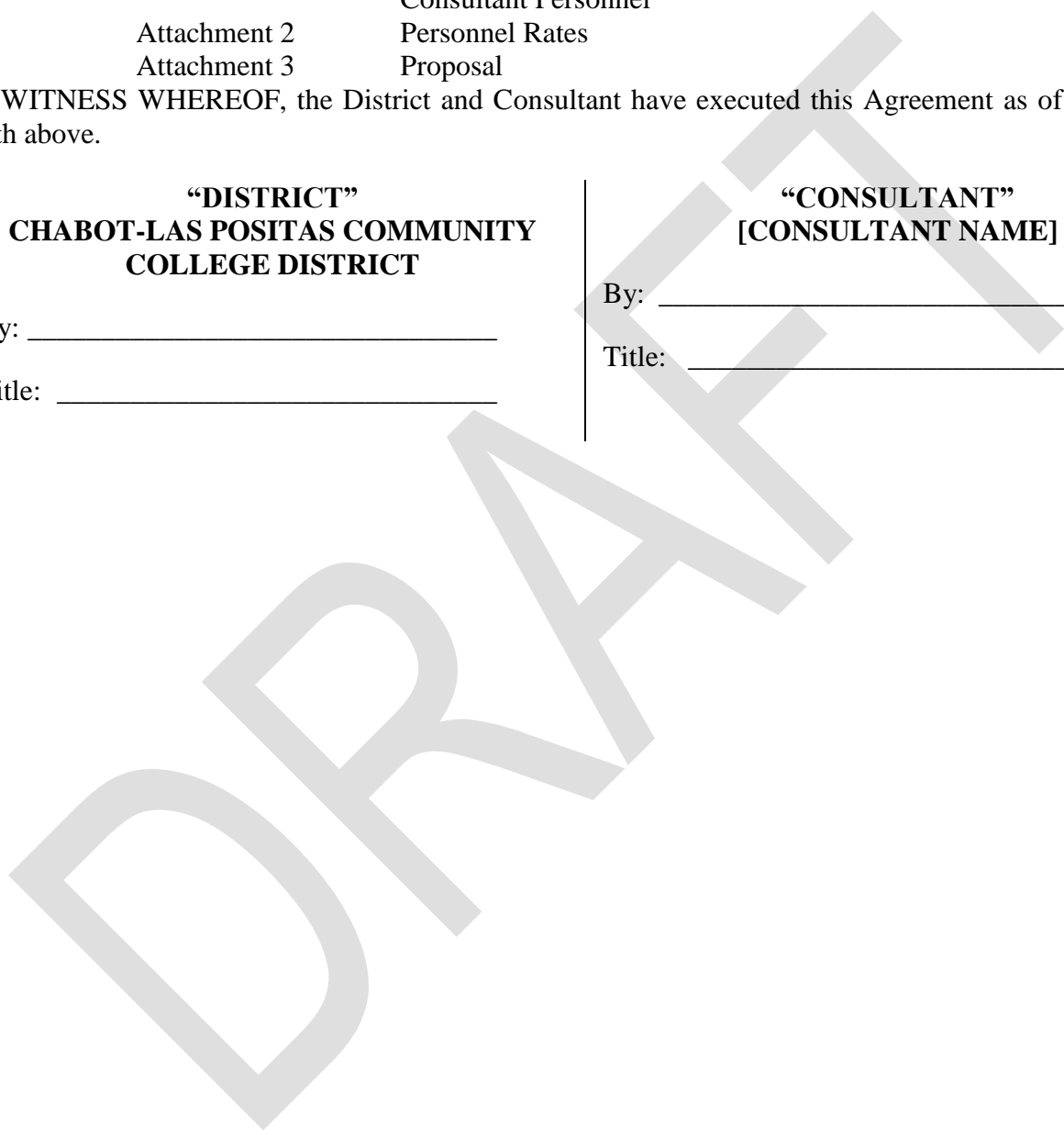
By: _____

Title: _____

**“CONSULTANT”
[CONSULTANT NAME]**

By: _____

Title: _____



**ATTACHMENT 1 TO AGREEMENT FOR CONSULTANT SERVICES
 BETWEEN CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
 AND
 [CONSULTANT NAME]**

1. Consultant Services. The Consultant Services subject to the Agreement for Consultant Services consists of the following:

2. Consultant Services Schedule. The Consultant Services shall be completed in accordance with the following schedule:

Consultant Service/Task	Completion Date
	Click or tap to enter a date.
	Click or tap to enter a date.
	Click or tap to enter a date.
	Click or tap to enter a date.
	Click or tap to enter a date.

3. Consultant Personnel. Personnel of the Consultant assigned to complete Consultant Services are as follows. The Consultant acknowledges and agrees that the following are subject to District acceptance and upon the District’s acceptance of the Consultant’s proposed personnel to complete Consultant Services, such personnel shall not be changed or replaced.

Name	Title	Description of Assigned Consultant Services

[END OF ATTACHMENT 1]

**ATTACHMENT 2 TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
[CONSULTANT NAME]**

Billing rates for the Consultant's personnel providing Consultant Services are as set forth below. The following billing rates are not subject to adjustment during the Term of the Agreement.

Title/Position and Name	Hourly Rate

[END OF ATTACHMENT 2]

DRAFT