



REQUEST FOR QUALIFICATIONS

Peralta Community College District

EDUCATIONAL MASTER PLAN SERVICES

RFQ # 21-22/05

DUE DATE: OCTOBER 15, 2021
By 4:00 P.M.

I. INTRODUCTION

Founded in 1964, the Peralta Community College District (PCCD) is a collaborative community of colleges comprised of Berkeley City College, College of Alameda, and Laney and Merritt colleges in Oakland, Calif. The Peralta Colleges provide a dynamic multicultural learning environment offering accessible, high-quality educational programs and services, including two-year degrees, certificates and university transfer programs, to more than 30,000 students. PCCD is home to award-winning Peralta TV (Comcast ch. 27/28, AT&T ch. 99) and public radio KGPC-LP 96.9 FM. To learn more about The Peralta Colleges, visit www.peralta.edu

The District is soliciting for Statements of Qualifications from qualified persons, firms, partnerships, corporations, associations, or professional organizations for the District -Wide **Educational Master Plan Services**.

All RFQ proposals must be submitted electronically via Vendor Registry: [Peralta Community College District Current Solicitations | Vendor Registry](#)

Each proposer is solely responsible for timely submission of its proposal; the District is not responsible for any technological issues in a vendor's ability to timely submit its proposal or portion thereof by the specified date and time as prescribed in this RFQ.

ALL RESPONSES ARE DUE BY 4:00 P.M. ON October 15, 2021, Oral, telegraphic, facsimile, telephone or email RFQ Packets will not be accepted. RFQ Packets received after this date and time will not be accepted and will be returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ Packets. The District also reserves the right to reject any and all RFQ Packets and to negotiate contract terms with one or more Respondents.

Questions regarding this RFQ may be directed in writing via, [Peralta Community College District Current Solicitations | Vendor Registry](#) and must be submitted on or before 4:00 P.M. Tuesday, October 5, 2021

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III. RFQ SCHEDULE SUMMARY

The District may change the dates on this schedule without prior notice.

PROCUREMENT TIMELINE	
RFQ # 21-22/05	Educational Master Plan Services
RFQ Documents Issued and Posted:	9/24/2021
Requests for Information deadline	10/05/2021 by 4:00 PM
Answers to RFI deadline	10/08/2021 by 4:00 PM
Addendum if necessary	10/08/2021 by 4:00 PM
RFQ Deadline:	10/15/2021 by 4:00 PM
Interviews of shortlisted Consultants	10/22/2021
Award Date: <i>Tentative</i>	11/9/2021

IV. PROJECT DESCRIPTION

The District invites any qualified firm to submit responses related to its ability to provide any of the referenced services. In general, the firm(s) ultimately selected to provide the referenced services shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the referenced services for which Respondent is submitting its Proposal. Any firm or individual hired by the District as a result of this RFQ will be an independent contractor to provide services for specific projects and will not be an employee of the District.

- a) **Community Outreach:** The scope of services will include individual school meetings with the community and the staff at District school sites to identify key issues related to the school Educational Master Plan. Firm will also meet and coordinate with District staff to review the requirements of the District’s administrative and maintenance facilities. Firm shall also propose additional methods (e.g., website, interviews, surveys and focus groups) to gather information and schedule to obtain additional community input regarding school facilities.
- b) **Coordination with District:** Firm shall consult with and be directed by the District’s Educational and planning staff in order to incorporate District recommendations and policies into the long-range Educational Master Plan.

Proposals shall include regular updates to the District’s Vice Chancellor of Academic Affairs and Student Success.

- c) **Proposals For Services:** Provide a lump-sum proposal for the preparation and completion of a Districtwide Educational Master Plan. Any Statement of Qualifications and Proposals submitted in response to this Request for Qualifications (“RFQ”) must specifically state the scope of the above-referenced services that the respondent is proposing to provide to the District. Any entity retained as a result of this RFQ shall be required to work in conjunction with all other technical

consultants, all other entities retained by the District pursuant to this RFQ, District architects, and any program, project or construction manager retained by the District for the Project.

The selected consultant, if any, will be required to sign an agreement based on the District's form of agreement for independent consulting services attached hereto as **Appendix A**.

V. RFQ TERMS AND CONDITIONS

A. ACCEPTANCE and REJECTION of PROPOSALS

The District retains the sole discretion to determine issues of compliance and whether a Proposal is responsive, responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all Proposals or to cancel this RFQ.

B. AWARD of CONTRACT

This RFQ does not obligate the District to award a contract or accept or contract for expressed or implied services. The District makes no representation that participation in the RFQ process will lead to an award of a contract or any other consideration, whatsoever. The award of a contract, if at all, is at the sole discretion of the District.

The District reserves the right to contract with any person or entity responding to this RFQ for all or any portion of the work described herein, to reject any Proposal as non-responsive, and/or not to contract with any Respondent for the services described herein.

If the Respondent with the highest-scoring Proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent.

C. COST OF PROPOSAL PREPARATION

The District shall in no event be responsible for the cost of preparing or submitting a response to this RFQ, including any supporting materials or participation in interviews.

D. USE OF PROPOSALS, PROPRIETARY INFORMATION

Proposals, and any other supporting materials provided to the District in response to this RFQ, will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents will be deemed insufficient and will not bind the District to protect the designated

matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, submissions shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Proposer have completed negotiations and entered into an Agreement, or (2) the District has rejected all submissions. Furthermore, the District will have no liability to the Proposer or other party as a result of any public disclosure of any Proposal.

E. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”) and Small Emerging Local Business Enterprises (“SELBE”) shall be afforded full opportunity to submit Proposals in response to this RFQ. No Respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

F. SMALL LOCAL BUSINESS ENTERPRISE AND SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of 25 percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum five percent preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning proposal and not for determining the contract price.

G. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of an agreement for the above- referenced services for which Respondent is submitting its Proposal, no person or entity submitting a Proposal, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFQ, the evaluation or selection process/or the award of the agreement for the above-referenced services for which Respondent is submitting its Proposal with any member of the District, its governing board (“Board”), members of the selection committee, or any member of any other District committee. Any such contact shall be grounds for immediate disqualification of the Respondent.

H. LIMITATIONS: This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a response to this RFQ. The District, in its sole discretion, reserves the right to reject any or all Proposals submitted; to choose any combination of Proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a Proposal; or to amend or cancel in part or in its entirety this RFQ.

VI. PROPOSAL FORMAT AND CONTENT

Firms responding to this RFQ must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and total no more than twenty- five (25) pages, not including the cover letter, table of contents, divider tabs, résumés, and fee schedules. Each RFQ & Proposal shall include a front cover stating the following:

“Request of Qualifications and Proposals” RFQ # _____ for [FIRM NAME] for Educational Master Plan Services in response to Peralta Community College District RFQ.

Submittals shall include divider tabs labeled with boldface headers below, e.g., the first tab would be entitled “**Cover Letter**,” the second tab entitled “**Firm Information**,” etc.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

1. Cover Letter (maximum of two pages)

- This should be a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- E-mail address.
- Identify team.
- Include a brief description of why your firm is well suited for, and can meet, the District’s needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Summarize qualifications most relevant to this Project.
- **Must include one of the following statements:**

“[INSERT FIRM’S NAME] received a copy of the District’s standardized form of Agreement for Professional Services (‘Agreement’) attached as Appendix ‘A’ to the RFQ. [INSERT FIRM’S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM’S NAME] has no objections to the use of the Agreement.”

Or

“[INSERT FIRM’S NAME] received a copy of the District’s standardized form of Agreement for Professional Services (‘Agreement’) attached as Appendix ‘A’ to the RFQ. [INSERT FIRM’S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM’S NAME] has no objections to the use of the Agreement other than as follows: [INSERT].”

And

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2. Firm Information

Respondent must provide the following for itself and for any and all other firms with which it will joint venture or associate on this Project:

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal tax ID number.
- License or registration number.
- Type of organization/business structure (ownership, legal form, i.e., corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- Certificate(s) of insurance identifying the firm’s current insurance coverages.
- Number of professional employees and support staff (licensed professionals, technical support).
- Location of nearest branch office where the bulk of services solicited will be performed and number of professional employees located there.
- Statement affirming the firm’s capacity to provide the required insurance coverage.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.
- Any certification for your firm as a Small Local Business Enterprise or Small Emerging Local Business Enterprise.

- How subconsultants are generally used by your firm and to what extent work is performed in-house versus by a subconsultant.
- How subconsultants will be utilized on the program and/or project(s) within the program and to what extent work will be performed in-house.

3. Qualifications of Consultant

Respondent must state its qualifications for the anticipated scope of work and its experience with projects of comparable size and complexity. In particular, respondent shall provide any experience applicable to community college projects, including master planning, instructional and student support services, environmental scan and enrollment, retention, persistence and success data collection, analysis and projections, SCFF analysis and projections, and COVID related impacts on institutions of higher education. Respondent shall identify and provide résumés for the key personnel that will staff the Project. Résumés shall include specific qualifications and recent related experience providing similar services for the scope of work for which the Proposal is submitted, including but not limited to: education, training & professional certifications; project experience with focus on community colleges (include school district/community college, project name, project value, project type); and a list of references with contact names and phone numbers for at least five (5) recent projects with K-12 and/or higher education experience.

4. Fee Proposal

The fee proposal shall include a fixed fee not to exceed amount for services outlined in the Scope of Work noted above. Include all required insurance, reimbursable, and overhead costs. Include hourly rates schedule for the firm.

5. Time for Performance

Respondent shall include a proposed schedule for performing the above-referenced services for which Respondent is submitting its Proposal.

6. Capacity

Respondent must indicate the individual or firm's proximity to the District and availability to accomplish the work for which the Proposal is submitted.

7. Subconsultants

Respondent shall list any subconsultants anticipated along with their specific tasks and references.

8. References

Respondent shall describe its work in the past five (5) years that is similar or comparable. Respondent shall provide as references a primary contact person, with current address and telephone number, for

similar projects on which applicant has provided master planning services within the past three (3) years. Not all references need to be within the past three (3) years, but a reference must be provided for each project within the past three (3) years. For each reference provided, in addition to the primary contact person with current address and telephone number, Respondent shall also include the name of the district and the scope of services provided.

References may be contacted to attest to the respondent's ability to perform the described services.

9. Conflict of Interest

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

VII. SELECTION PROCESS

A. **EVALUATION CRITERIA**: Criteria for selection of each respondent will include the following without limitation:

1. Adherence to the specified format.
2. Completeness of the Proposal.
3. Acceptable and verifiable references.
4. Experience, professional, and technical expertise of staff.
5. Experience with similar projects of comparable size and complexity.
6. Experience with similar experience applicable to community college projects, including master planning, instructional and student support services, environmental scan and enrollment, retention, persistence and success data collection, analysis and projections, SCFF analysis and projections, and COVID related impacts on institutions of higher education
7. Availability of staffing for the Project and the level of service and support.
8. Fee requirements and cost of the services.
9. Ability to maintain positive interpersonal relationships with all the project and school community participants.

B. **DISTRICT'S EVALUATION PROCESS**: Responses will be reviewed for responsiveness and evaluated pursuant to the above-listed objective criteria, with particular attention to, without limitation, each respondent's qualifications and demonstrated competence in providing like services. Teams which are inclusive of diversity are encouraged.

After submissions are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top proposers. The District may elect to interview one or more proposer. Adequate

time will be allowed for presentation of qualifications followed by questions and answers.

If a commitment is made, it will be to the most qualified respondent(s) with whom the District is able to negotiate successfully the terms and conditions of the required agreement documents.

Final selection of a proposer, terms and conditions of any and all agreements and authority to proceed with the services for which the Proposal was submitted shall be at the discretion of the District.

The selection committee will recommend the most qualified proposer to the District's Board. After selection by the Board, District staff will issue a notice of intent to commence negotiations with the best qualified proposer.

If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the second best qualified proposer in sequence until an agreement is reached or determination is made to reject all Proposals.

- C. **FINAL DETERMINATION AND AWARD:** The District is not obligated to explain any deficiencies in responses, nor accept requests for justification from firms not selected for an interview. The District reserves the right to contract with any entity responding to this RFQ as described above for all or portions of the above described Project, to reject any response as nonresponsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the RFQ process will lead to selection for participation in an interview, an award of contract or any consideration whatsoever. The award of a contract is at the sole discretion of the District, acting through its Board. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQ. The selected entity(ies), if any, will be required to sign an agreement based on the District's form of agreement for independent consulting services attached hereto as Appendix A.

- D. **ASSIGNMENT:** Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

PUBLIC RECORD: To the extent that the proposals submitted in response to this RFQ are public records under California law, they may be released if requested by members of the public.

See **SCOPE OF WORK FOR CONSULTANTS** below for detailed description of services.

VIII. SCOPE OF WORK

The following District colleges and office shall be included within the scope of Educational Master Plan preparation services.

1. Berkley City Colleges
2. Merritt City Colleges
3. College of Alameda
4. Laney College

SCOPE OF WORK FOR CONSULTANTS

A. **Colleges' Educational Master Plans Scope:** The consultant shall take direction from the Colleges to set the role expected to prepare a draft and a final document that will include, but not be limited to, the following *College specific* elements:

- Executive Summary
 1. Purpose of the EMP
- Background
 1. Educational master planning process
 - a. Timelines
 - b. Step by step process
 - c. Integration of Strategic Enrollment Management (SEM) Plans (district and college), Data Integrity Report and Facilities Master Plan
 - d. Measures of success
 2. State rules and guidelines
 3. District-wide background, including mission and vision
 4. Description of the College's:
 - a. Mission, Vision, Values
 - b. Description of distinct College identity
 - c. Opportunities and challenges
 - d. Programs
 - e. Neighboring Colleges
- **Socio-economic Drivers**
 1. Funding Sources Trends & Projections
 2. Cost Factors (e.g., technology, retirement programs, deferred maintenance, etc.)
 3. Political Factors
 4. Social Factors
 5. State Chancellor's Office Priorities & Policies
- **Workforce/Labor Trends**
 - Trends, in consultation with College Institutional Researchers, addressing local, county, East Bay, Bay Area, state, national, global

1. Population and demographics (including home language),
2. Local high school data and trends,
3. Employment rates,
4. Economic conditions,
5. Household size, income and educational attainment,
6. Economic development potential,
7. labor market demands, and
8. COVID-19 impact on demands for varying modes of instruction

- **Enrollment flow analysis by zip code**

- **Enrollment Drivers**

1. General population trends & projections
2. HS graduation rates, trends and projections
3. Unemployment rates
4. Educational attainment levels
5. Disaggregated data by race, ethnicity, sex, income, first-generation, etc.

- **Analysis of instructional programs and services for each college**

1. Program description
2. Program review
3. Future development and implications (e.g. significant impact on expenses)
4. Role of technology
5. Projected WSCH (Weekly Student Contact Hour Post COVID-19)
 - a. Lecture Space
 - b. Laboratory Space
 - c. Distance Education Technology Lab
6. Facility Requirements

- **Trends in enrollment management, productivity, hiring, and student demographics**

1. Demographic Data
2. Concurrent Enrollment
3. Dual Enrollment
4. Noncredit
5. Past Trends
6. Adult Population Projections
7. Persistence Rates
8. Feeder unified school districts
9. Projected enrollments, including special populations (e.g. international, veterans)

- **Analysis of growth and opportunity**

1. departments and services - capacity
2. departments and services - projection
3. departments and services – streamlining opportunities

- **Detailed assessment**

1. College SWOT, including an assessment of resources: human, technology, facilities, fiscal, and other

2. Linkages between ASF and Facilities Master Plan
 - a. Converting WSCH to ASF
 - b. Midterm and long-term information
3. Emphasis and prioritization on programming from the Facilities Master Plan already underway and integration with other identified plans.

• **Integration of CCCC Vision for Success in alignment with Guided Pathways, AB705** (Completion of Transfer Level English and Math within 1 year), AB288 (CCAP – Dual Enrollment), AB19 (College Promise), Strong Workforce Program, Student Equity Achievement (SEA) Program, Adult Education Block Grant, Student Centered Funding Formula, CCCO Diversity, Equity, and Inclusion Implementation, and other state initiatives and programs.

B. District Strategic Plan Scope:

The consultant selected through this RFQ will be required to identify *District-wide* strategic goals, objectives, policies and institutionally set standards which address the following scope:

- Key role and mission
- Communities served
- Demographic and Trends Summary including COVID-19 impact
- Integration of SEM Plans (district and colleges), Student Equity Plan, Distance Education Plan, Technology Plan, Data Integrity Report and Facilities Master Plan
- Student success and access
 1. Existing demographics; composition
 2. Underserved student populations, including CCCC mandates
 3. Accreditation
 - a. Standards Compliance
 - b. Maintaining Accreditation
 - c. Ensuring Best Practices for ongoing Accreditation
 - d. Program Specific Accreditation and Licensing
 4. Faculty
 - a. Standards
 - b. Resources
 5. Student learning and achievement
 - a. All students
 - b. Equity populations
 6. Student Support
 - a. Academic success- tutoring
 - b. Counseling – educational and career planning
 - c. Mental Health capacity and diversity in services
 - d. Economically disadvantaged students and EOPS/CARE/CalWORKs
 - e. Equity identified student populations, including veterans, DSPS (SAS)
 - f. Student engagement assessments
 - g. Financial Aid assistance- Pell, AB540, Promise recipients

• **Essential community and partners**

1. Engaging Community Stakeholders/Groups

- a. K-12 Schools
- b. City/County ventures
- c. Regional Workforce Development and anti-poverty groups
- d. Higher Education ventures
- e. Neighboring Community College Districts
- 2. Fundraising and Revenue Generation
 - a. Foundation
 - b. Branding; Intellectual Property
 - c. Public/Private Ventures
 - d. Grants (local, state and federal)

- **Innovation and collaboration opportunities**

- **District and regional offerings**

- 1. Opportunities for Work-Based-Learning (apprenticeship, internships, job shadowing etc.)

- **Programs of distinction**

- 1. State and national recognitions
- 2. Exemplary practices amongst community colleges and universities
- 3. Opportunities for promotion, marketing
- 4. Student Equity achievement and support
- 5. Targeted programs; workforce education, special populations
- 6. Leverage points to more deeply connect with untapped student populations

- **Innovation and collaboration opportunities**

- 1. Board of Trustees
 - a. Effective management, direction and delegation
 - b. Collaboration and consistency
 - c. Community relations
 - d. Collaborative leadership
- 2. Budget Development
 - a. District-wide resource allocation
 - b. College budget development
 - c. Contingency management
 - d. Student-Centered Funding Formula impact
- 3. Accountability
 - a. District accountability to community
 - b. College accountability to District
- 4. Human Resources
 - a. Professional development
 - b. Employment practices (hiring, promotion, termination)
 - c. Internal communications
- 5. Technology
 - a. Existing capacity
 - b. Needs assessments
 - c. Continuous evaluation processes

- **Indicators of fiscal sustainability**

1. District context within the California Community College Chancellor’s Office Vision for Success
2. Financial Conditions Assessments
3. Assets and Resources Management

- **Goals, and performance measures**

- **Integration of CCCCCO Vision for Success in alignment with Guided Pathways, AB705** (Completion of Transfer Level English and Math within 1 year), AB288 (CCAP – Dual Enrollment), AB19 (College Promise), Strong Workforce Program, Student Equity Achievement (SEA) Program, Adult Education Block Grant, Student Centered Funding Formula and other state initiatives and programs.

Qualifications of the Consultants

Respondent must state its qualifications for the anticipated scope of work and its experience with projects of comparable size and complexity. In particular, respondent shall provide any experience applicable to community college projects, including master planning, instructional and student support services, environmental scan and enrollment, retention, persistence and success data collection, analysis and projections, SCFF analysis and projections, and COVID replated impacts on institutions of higher education. Respondent shall identify and provide résumés for the key personnel that will staff the Project. Résumés shall include specific qualifications and recent related experience providing similar services for the scope of work for which the Proposal is submitted, including but not limited to: education, training & professional certifications; project experience with focus on community colleges (include school district/community college, project name, project value, project type); and a list of references with contact names and phone numbers for at least five (5) recent projects with K-12 and/or higher education experience.

Glossary/Acronym/Code Used:

EMP – Educational Master Plan
SEM – Strategic Enrollment Management
CCCCO – California Community Colleges Chancellor’s Office
HS – High School
K-12 – Kindergarten to twelfth grade
SCFF – Student-Centered Funding Formula
WSCH – Weekly Student Contact Hour
ASF – Assignable Square Footage

Data Sources:

Internal Scan – PCCD Institutional Research; CCCCCO Datamart
External Scan – CCC Centers of Excellence; California Employment Development Department
Fee-based Subscription: Economic Modeling Specialist International (EMSI)

EXHIBIT 1

SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

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

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

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

Definitions:

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

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

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

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one-year

requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

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

1. 25% of total bid amount is with Subcontractors who meet the District's definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.
2. The Subcontractors must provide a Commercially Useful Function.
3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
 - a. A written statement from the subcontractor agreeing to the substitution.
 - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
 - c. When the subcontractor becomes insolvent.

APPENDIX A: FORM OF AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

Contract #

This Independent Contractor Agreement for Special Services (“Agreement”) is made as of _____, between the Peralta Community College District (“District”) and _____ (“Consultant”) (together, “Parties”).

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit “A” attached hereto and incorporated herein by this reference (“Services” or “Work”).

2. **Term.** The term of this Contract shall be for a period of _____ beginning in _____ through _____ (estimated time period).

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

- _____ Signed Agreement
- _____ Workers’ Compensation Certificate (if necessary)
- _____ Criminal Background Investigation Certification (if necessary)
- _____ Insurance Certificates and Endorsements
- _____ W-9 Form (if not on file at PCCD)
- _____ DIR Certification (if necessary)
- _____ _____

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit “B” as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed _____ Dollars (\$ _____), without the express approval of the Board.

5. **Taxes.** The Consultant shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Consultant’s proposal prices shall include allowance for said taxes.

6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as provided in Exhibit “B.”

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Consultant shall assume full

responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

9. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

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

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Termination.**

13.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement with thirty (30) days' written notice, and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

13.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by the Consultant; or

13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

15. Insurance.

15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

15.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

15.1.2. **Automobile Liability Insurance.** One Million (\$1,000,000) per accident for bodily and property damage Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

15.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.1.4. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.1.4.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

15.1.4.2. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

15.1.4.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.1.5. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.1.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.1.7. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

15.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

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

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

19. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

21. **Antidiscrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

22. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

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

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

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

25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited

in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Peralta Community College District
333 East 8th Street
Oakland, CA 94606
Email: bslaughter@peralta.edu
ATTN: Brian Slaughter

Consultant:

[NAME]

_____, CA ____
[FAX]
ATTN: _____

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

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

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

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by Peralta Community College District Board of Education. Services shall not be rendered until Agreement is approved.

30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County, California.

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

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

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

34. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____ Dated: _____

Peralta Community College District [Consultant]

By: _____ By: _____

Print Name: _____ Print Name: _____

Print Title: Dr. Jannette Jackson Print Title: _____

Information regarding Consultant:

License No.: _____: _____

Address: _____ Employer Identification and/or Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services (“Agreement”):

Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 [c])

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

DRAFT

Exhibit “A”

Consultant’s Proposal is made part of this Agreement for scope of services and billing rates only.

DRAFT