



**PERALTA COMMUNITY COLLEGE DISTRICT**

**RFP No. 21-22/17**

**PeopleSoft Upgrade Phase II Training  
Services**

**DATE DUE: December 17, 2021 at 11:00 A.M.**

By: **Brian Slaughter**  
**Purchasing Director**

Date: December 6, 2021

## NOTICE

### **PeopleSoft Upgrade Phase II Training Services RFP #21-22/17**

NOTICE IS HEREBY GIVEN that the Peralta Community College District, hereinafter referred to as the District, will receive up to, but not later than, **11:00 a.m. on 12/17/2021**, sealed proposals for the award of a contract for PeopleSoft Upgrade II Training Services.

Copies of the RFP documents may be obtained by clicking on the following link: [Vendor Registry](#)

All proposals shall be submitted in the format specified by the District. Proposals shall 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 RFP.

## **Section-1**

**BACKGROUND:** 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](http://www.peralta.edu)

The District is soliciting Request for Proposals (RFP) from qualified persons, firms, partnerships, corporations, associations, or professional organizations for the following services with respect to the **PeopleSoft Upgrade Phase II Training Services**.

### **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 RFP. 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.

### **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.

Proposers meeting the District criteria for an SLBE and SELBE can complete the self-certification affidavit, signed under penalty of perjury (see **RFP EXHIBIT 1**). Proposers claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after the delivery deadline for Proposals. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm’s tax returns from the past three consecutive year

See **SCOPE OF WORK FOR CONSULTANT (section 2)** below for detailed description of services.

**PROPOSALS FOR SERVICES:**

Provide a lump-sum proposal for the preparation of the RFP. Any Proposals submitted in response to this RFP 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 RFP shall be required to work in conjunction with all other technical Consultant, all other entities retained by the District pursuant to this RFP, 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**.

**LIMITATIONS:** This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a response to this RFP. 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 RFP.

**RESTRICTIONS ON LOBBYING AND CONTACTS:** From the period beginning on the date of the issuance of this RFP 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 RFP, 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.

**DESCRIPTION OF DISTRICT NEEDS:** 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 RFP will be an independent contractor to provide services for specific projects and will not be an employee of the District.

## **SCOPE OF SERVICES REQUESTED:**

The following District colleges and office shall be included within the scope of **PeopleSoft Upgrade Phase II Training Services**.

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

## **Section 2**

### **SCOPE OF WORK FOR CONSULTANT**

Provide Training Services with the deployment of PeopleSoft Upgrade Phase II. Services to be completed before the go-live date of **03/31/2021**.

**The HCM modules in scope as part of phase II are as follows:**

- Manager Self Service (MSS)
- Employee Self Service (ESS) Related to Time Reporting and eForms
- Commitment Accounting
- Time and Labor
- Position Management

Perform the following HCM training activities:

1. Develop End-User Training Approach and Schedule.
2. Create quick-reference guide, job-aides and videos for MSS. Includes thirty-seven (37) eForms and TL time approval.
3. Create quick-reference guide and videos for ESS. Includes five (5) eForms and electronic time approval submission.
4. Prepare and conduct instructor-led training on how to use MSS for thirty-seven (37) eForms and TL Manager Time Approval.
5. Prepare and conduct five (5) instructor-led training sessions on how to submit time as an employee in ESS for 11 pay groups (2,796 employees, see matrix for details).
6. Prepare and conduct five (5) instructor-led training sessions on how to submit Comp/Overtime time as non-faculty employee in ESS (431 employees, see matrix for details).

7. Prepare and conduct five (5) instructor-led training on how submit time as hourly employee in ESS for 3 pay groups (784 employees, see matrix for details).
8. Create training exercises for employees to practice in ESS related to actions in submitting time for 11 pay groups (2,796 employees, see matrix for details).
9. Create training exercises for managers (77 count) and their corresponding delegates (77 count) to practice in MSS related to actions in submitting eForms and approving time submitted by their employees.

PCCD Responsibilities:

- Supply reference resources compiled during information gathering
- Coordinate training and communication schedule

Matrix link:

<https://peralta4.sharepoint.com/:x/s/PCCD92PhaseII/EcDYchbqt5xGg3OFZGQnajwBpVDdWk0ug-f4p1lan-2R8Q?e=uqpr3>

**The FM modules in scope as part of phase II are as follows:**

- Asset Management
- Supplier Contracts
- Expenses Management

Perform the following FM training activities:

- Expenses Management (Prepare and conduct instructor-led training along with training exercise)
  - All regular employees should be trained for expense management which includes the following:
    1. Travel Policy
    2. Create and submit Travel Authorizations
    3. Cash Advances
    4. Expense Reports
  - Power Users should be trained to support all the employees to process the above forms.
  - Benefits Department should be trained on how they can fill in the Kaiser reimbursements of all employees.
  - AP staff should be trained on how to do budget check and approve travels.
  - Managers should be trained on how to provide the approvals including the staff assistants.
- Asset Management (Prepare and conduct instructor-led training along with training exercise)
  - Train Requestors on how to add the asset information in the Requisition so that the assets can be tagged.
  - Buyers and Warehouse team should be trained on how to tag the assets.
  - Finance Admin team to be trained on the major processes and reports associated with Asset Management

- AP to be trained with splitting and combining of Assets.
- Supplier Contracts (Prepare and conduct instructor-led training along with training exercise)
  - Campuses needs to be trained on submitting the ICC contracts.
  - DGS Contracts (Project Managers and Construction Management Contractors) to be trained along with the staff assistants.
  - Staff Assistants, Managers and legal team needs to be trained on how to create, submit and approve the supplier contracts.
  - Admin Team should be trained on how to process these contracts

**Section 3**

**AWARD OF PROPOSAL**

Award will be made to the Consultant offering the most advantageous proposal after consideration of the Evaluation Criteria set forth below. The Peralta Community College District will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The Peralta Community College District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Peralta Community College District after all factors have been evaluated.

<b>Projected Time Table</b>		
	Issue Request for Proposals	<b>December 6, 2021</b>
	Questions in Writing Deadline	<b>December 14, 2021</b>
	Amendment/Addendum Deadline	<b>December 16, 2021</b>
	Proposals Due	<b>December 17, 2021</b>
	Evaluation of Proposals	<b>December 21, 2021</b>
	<b>Issue Notice to Proceed</b>	<b>January 15, 2021</b>

**EVALUATION CRITERIA** Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

1. Appropriateness and adequacy of proposed procedures.
2. Reasonableness of time estimates.
3. Appropriateness of assigned staff.
4. Timeliness of expected completion dates.
5. Technical and related experience of the firm.
6. Qualifications and experience of staff.

7. Description of the services to be provided.
8. Cost of the work to be performed.

The evaluation committee may also contact and evaluate the Consultant's references; contact any Consultant to clarify any response; contact any current users of an Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest price, but shall make an award in the best interests of the District.

Discussions may, at the District's option, be conducted with responsible Training firms who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Consultant shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Consultants.

A Notification of Intent to Award may be sent to any Consultant selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next highest scoring Consultant or withdraw the RFP.



## **Section 4**

### **INSTRUCTIONS TO BIDDER**

**ACCEPTANCE PERIOD** Proposals are firm for a period of ninety (90) days unless otherwise specified.

**ADDENDA ACKNOWLEDGMENT** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

**AUTHORIZED SIGNATURES** Every proposal must be signed by the person or persons legally authorized to bind the Consultant to a contract for the execution of the work. Upon request of the Peralta Community College District, any agent submitting a proposal on behalf of a Consultant shall provide a current power of attorney certifying the agent's authority to bind the Auditors.

**AWARD SELECTION PROCESS** Selection of qualified Consultant will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with community college districts, Auditor references and cost.

If required, interviews will be held with the most qualified respondents. The proposal and contract will be submitted to the Peralta Community College District Board of Trustees for approval. Consultant selected will enter into a contract with the District.

**CANCELLATION OF SOLICITATION** The Peralta Community College District may cancel this solicitation at any time.

**COMPLIANCE WITH LAWS** All proposals shall comply with current federal, state, and other laws relative thereto.

**CONTRACT DOCUMENTS, EXAMINATION OF** It is the responsibility of the Consultant to thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, plans, and addenda (if any), hereinafter referred to as Contract Documents. The Consultant shall satisfy him/herself as to the character, quantity, and quality of work to be performed, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure of the Consultant to examine the Contract Documents shall in no way relieve him/her from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Peralta Community College District may rely on that the Consultant has thoroughly examined and is familiar with the contract documents. The failure or neglect of an Consultant to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to the Proposal. No claim will be allowed

for additional compensation that is based upon a lack of knowledge of any solicitation document.

COST OF SERVICES The Proposer must provide a lump sum proposal and also state the firms fixed hourly rates for all categories for proposers' employees by titles, i.e., partner, manager, senior consultant, staff, etc. who will be providing the services described within the RFP. The firms' fixed hourly rates must include all out-of-pocket and travel expenses.

DEFINITION OF TERMS For the purposes of this Request for Proposal (RFP), the following definitions will be used:

- a. **Contractor.** Same as Successful Consultant or Training firm.
- b. **Evaluation Committee.** A committee established by the District to review, evaluate, and score the proposals, and to recommend the award to the Independent Training firm that submitted the proposal that was determined to be in the best interest of the Peralta Community College District.
- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Shall.** Indicates a mandatory contractual agreement requirement.
- e. **Consultant.** The person or Training firm making the offer.
- f. **Proposal.** The offer presented by the Independent Training firm.
- g. **RFP.** Acronym for Request for Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory.
- i. **Submittal Deadline.** The date and time when all proposals must be submitted.

DISQUALIFICATION OF CONSULTANT If there is reason to believe that collusion exists among the Consultant, the Peralta Community College District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Consultant is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Consultant is interested. If there is reason to believe that collusion exists among the Consultant, the Peralta Community College District may refuse to consider Proposals from participants in such collusion.

EXECUTION OF CONTRACT Time is of the essence of this contract. The Successful Consultant shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Consultant after the Peralta Community College District executes the contract. In case of failure of the Consultant to execute and return the contract and all required documents within the time allowed, the Peralta Community College District may consider that the Consultant has abandoned the contract. After the contract has been

executed, including the insurance documents, a Notice to Proceed will be issued. Consultant agrees to commence work within ten (10) working days after the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY The Successful Consultant shall be skilled in accordance with the Training standards generally accepted in the United States and the standards for financial and compliance audits contained in the Government Training Standards, issued by the Comptroller General of the United States. The Successful Consultant shall also have no less than **five years (5)** years' experience in the magnitude and character of the work proposal. Each Consultant shall set forth his/her experience on the form entitled Consultant's Experience and submit it with his/her proposal. It is the intention of the Peralta Community College District to award a contract to an Consultant who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him/her to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Consultant, the Peralta Community College District will weigh any evidence that the Auditor has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty. In selecting the lowest responsive and responsible Consultant, consideration will be given not only to the financial standing but also to the general competency of the Consultant for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD Consultants' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT Consultant's signed proposal and Peralta Community College District's written acceptance shall constitute a binding contract.

INFORMED CONSULTANT The Consultant is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Consultants' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit request for interpretations **electronically via Vendor Registry: [Peralta Community College District Current Solicitations | Vendor Registry](#)** on or before \_\_\_\_\_, 2021. The requesting party is responsible for prompt delivery of any requests. When the Peralta Community College District considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the Peralta Community College District as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Consultant to ensure the Peralta Community College District has their correct business name and address on file. Any prospective Consultants who obtained a set of contract documents from anyone other than the Peralta Community College District is responsible for advising the District that they have a set of contract documents and wish to receive subsequent Addenda.

NOMENCLATURES The terms Successful Contractor and Contractor may be used interchangeably in these specifications and shall refer exclusively to the Independent Training firm with whom the Peralta Community College District enters into a contract because of this solicitation.

OFFERS OF MORE THAN ONE PRICE Consultants are NOT allowed to submit more than one proposal.

PRICES All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Consultant's authorized representative.

Proposal prices shall include everything necessary for the completion of the contract including, but not limited to furnishing all services and management required to complete the work in accordance with the contract documents. Any items described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional compensation will be allowed. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule.

#### PROPOSAL FORMS

- a. Copies. One original bound copy marked "Master", one unbound copy, and one electronic copy delivered on a flash drive must be submitted on or before the Submittal Deadline. The unbound copy shall be marked "Copy for Reproduction," and shall be submitted as follows:

No divider sheets or tabs

Pages with propriety information removed.

A cover sheet listing the firms name, total number of pages, and identifying those pages removed due to propriety information.

All proposals shall be submitted in the format specified by the District. Proposals shall be **submitted electronically via Vendor Registry:** [Peralta Community College District Current Solicitations | Vendor Registry](#).

Each submission will be reviewed to determine completeness prior to the actual evaluation. Failure to respond with all items as requested may disqualify respondent's proposal.

PROPOSAL CONTENT The Consultant must describe in detail how they will meet the requirements of this RFP, and may provide additional related information with his/her proposal. The proposal should be presented in a format that corresponds to the sections outlined in the Specification or Scope of Work. Responses to each section should be labeled to indicate which item is being addressed.

Proposals should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

The Peralta Community College District is not liable for any costs incurred by the Consultant before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Consultant in responding to the RFP, are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by the Peralta Community College District.

PROPOSAL DEADLINE Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Consultant unopened.

#### PROPOSAL OPENING AND RESULTS

No Public Opening. Proposals will not be opened publicly but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Proposals received late will not be accepted.

PROPOSAL, REJECTION OF The Peralta Community College District reserves the right to reject any or all Proposals or any part of a Proposal. The Peralta Community College District reserves the right to reject the Proposal of any Consultant who previously failed to perform adequately for the Peralta Community College District or any other governmental agency.

PROPOSAL RESULTS It is not the policy of the Peralta Community College District to provide RFP results in response to telephone inquiries. A tabulation of the names of Consultant will be posted on the District Purchasing website at <https://web.peralta.edu/purchasing/>

CONSULTANT IS SOLE POINT OF CONTACT The Successful Consultant will be the sole point of contact. The Peralta Community College District will look solely to the Successful Consultant for the performance of all contractual obligations that may result from an award based on this RFP.

CONSULTANT'S BACKGROUND Consultant must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Location(s) from which employees will be assigned.
- e. Name, address, and telephone number of the Consultant's point of contact for a contract resulting from this RFP.
- f. Company background/history and why Consultant is qualified to provide the services described in this RFP.
- g. Length of time Consultant has been providing services described in this RFP. Please provide a brief description.
- h. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- i. Consultant's bank of record.

The Consultant must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The Peralta Community College District reserves the right to reject any proposal based upon the Consultant's prior history with the Peralta Community College District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

QUESTIONS AND COMMENTS All questions and comments shall be **submitted electronically via Vendor Registry:** [Peralta Community College District Current Solicitations | Vendor Registry](#)

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES The Peralta Community College District reserves the right to reject any or all proposals, or any part of a proposal. The Peralta Community College District reserves the right to reject the proposal of any Consultant who previously failed to perform adequately for the Peralta Community College District or any other governmental agency.

## **Section 4**

### **TERMS AND CONDITIONS**

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS** Except as noted hereunder, Successful Consultant may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Peralta Community College District.

**ATTORNEY FEES** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**AUTHORITY OF THE Peralta Community College District.** Subject to the power and authority of the Peralta Community College District as provided by law in this contract, the Peralta Community College District shall in all cases determine the quantity, quality, and acceptability of the work for which payment is to be made under this contract. The Peralta Community College District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**Anti-Discrimination** 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.

#### **CANCELLATION OF THE CONTRACT**

***Without*** cause, the Peralta Community College District may cancel this contract at any time with thirty (30) days written notice to the contractor. ***With cause***, the Peralta Community College District may cancel this contract at any time with ten (10) day's written notice to the Consultant. Cancellation for cause shall be at the discretion of the Peralta Community College District and shall be, but is not limited to, failure to service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Consultant may not cancel this contract without prior written consent of the Purchasing Director.

#### **COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS**

Consultant hereby agrees that the service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Consultants response. Consultant may submit an attachment entitled "Exceptions to Specifications," which must be signed by Consultant's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

### 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.

### CONTRACT INCORPORATION

This contract embodies the entire contract between the Peralta Community College District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Consultant's successful submittals, supplemental agreements, and any and all written agreements, which alter, amend or extend the contract.

FORCE MAJEURE If execution of this contract shall be delayed or suspended out of causes beyond the control of Consultant, the Auditor shall notify the Peralta Community College District in writing, within twenty-four (24) hours, after the delay. Such causes may include, but are not limited to: acts of God, war, fires, floods, epidemics, strikes and severe weather.

FORMATION OF CONTRACT Consultant's signed offer (Proposal) and Peralta Community College District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Alameda, in the State of California. The parties further stipulate that the county Alameda California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

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.

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, Consultant, 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 Consultant and/or attorney 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.

#### INDEPENDENT CONTRACTOR.

In accepting this contract, Successful Bidder (hereinafter Contractor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Peralta Community College District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of Peralta Community College District.

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

**General Liability.** One Million Dollars (\$1,000,000) 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.

**Automobile Liability Insurance.** One Million (\$1,000,000) per accident for bodily and property damage Automobile Liability Insurance, that shall protect 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.

**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, Consultant, trustees, and volunteers.

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

- a) The District, its representatives, Consultant, trustees, officers, officials, employees, agents, and volunteers (“Additional Insured’s”) are to be covered as additional insured’s 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 Insured’s.
- b) For any claims related to the projects, the Consultant’s insurance coverage shall be primary insurance as respects the Additional Insured’s. Any insurance or self-insurance maintained by the Additional Insured’s shall be in excess of the Consultant’s insurance and shall not contribute with it.
- c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insured’s.
- d) 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.
- e) 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.
- f) 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.

REJECTION OF WORK. Contractor agrees that the Peralta Community College District has the right to make all final determinations as to whether the work has been satisfactorily completed.

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 college campuses.

SEVERABILITY The Consultant and the District shall be severed from this contract any provisions, or portion of any provision, of this contract that are held invalid, illegal or unenforceable. The Consultant and the District shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including, *but not limited to*: the Request For Proposals, Instructions To Bidder, Terms and Conditions, Detailed Specifications or Scope of Work, Special Provisions, and Workers Compensation Insurance Certificate, Non-Collusion Affidavit, Confidentiality Agreement, and Price Proposal.

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.

**IMPORTANT NOTICE –**

**PROPOSAL DOCUMENTS TO BE RETURNED**

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. Amendment form**
- b. Worker's Compensation Insurance Certificate**
- c. Vendor representation and certification**

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.

# Amendment Form

THE VENDOR (S) SHALL ACKNOWLEDGE ALL AMENDMENTS TO THE SOLICITATION, AND COMPLETE THE FOLLOWING INFORMATION WITH THE SUBMISSION OF THE PROPOSAL.

Acknowledgements of Amendment(s):

Amendment number: \_\_\_\_\_

Date and time received: \_\_\_\_\_

By: \_\_\_\_\_  
Manual Signature of Agent(s)

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

WORKERS' COMPENSATION INSURANCE CERTIFICATE

TO: THE PERALTA COMMUNITY COLLEGE DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code. I will comply with such provisions before commencing the performance of the work under this contract and submit the necessary evidence of workers' compensation to Peralta Community College District.

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

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

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

Name of Signing Official \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

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

Company Seal:

VENDOR REPRESENTATION AND CERTIFICATON

The undersigned hereby affirms that:

1. He/she is a duly authorized agent of the vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. The offer is being offered independently of any other Vendor's and is in full compliance with the collusive prohibitions of this State. The vendor certifies that no employee of its firm has discussed, or compared the proposal with any other vendor or District employee, and has not colluded with any other vendor or District employee.
3. The vendor will accept any awards made to it as a result of this solicitation if the acceptance is made within 90 calendar days after the proposal due date.

I hereby certify that I am submitting the following offer as my firm's proposal. I understand that by virtue of executing and returning with this proposal this required response form, I further certify full, complete and unconditional acceptance of the contents of this Solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of the Solicitation.

Submitted by: \_\_\_\_\_

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

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

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

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

By: \_\_\_\_\_ Manual Signature of Agent(s)

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

# INDEPENDENT CONTRACTOR AGREEMENT **Draft**

This Independent Contractor Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Peralta Community College District, (“District”) and \_\_\_\_\_ (“Contractor”), (together, “Parties”).

1. **Services.** Contractor shall provide \_\_\_\_\_ services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (“Services”).
2. **Term.** Contractor shall commence providing services under this Agreement on \_\_\_\_\_, 20\_\_ and will diligently perform as required and complete performance by \_\_\_\_\_, 20\_\_, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
_____	Other: _____

4. **Compensation.** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). District shall pay Contractor according to the following terms and conditions:
  - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District for Services actually completed and after the District’s written approval of the Services, or the portion of the Services for which payment is to be made.
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit “B.”** If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 7.
8. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’



Compensation. Contractor 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 Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

9. **Performance of Services.**

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

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

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

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

10. **Originality of Services.** Except as to standard generic details, Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the

dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination.**

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

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

13.2.1. material violation of this Agreement by Contractor; or

13.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage.

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

14. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld

**15. Insurance.**

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$ 1,000,000

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

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

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

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

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

- 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
16. **Assignment.** The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.
17. **Compliance with Laws.** Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District.
18. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).
21. **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.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

- 22.1. Requesting that District employee(s) evaluate Contractor and Contractor’s employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Contractor, Contractor’s employee(s), and/or subcontractor(s).
- 23. **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.
- 24. **Confidentiality.** Contractor and all Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

**District:**

Peralta Community College District  
 Department of General Services  
 333 East 8<sup>th</sup> Street  
 Oakland, CA 94606  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Contractor:**

[NAME]  
 \_\_\_\_\_, CA 9\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 ATTN: \_\_\_\_\_

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

- 26. **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.
- 27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.
- 28. **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.

29. **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.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Tolling of District's Claims.** Contractor agrees to toll all statutes of limitations for District's assertion of claims against Contractor that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Contractor's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **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.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Peralta Community College District**

\_\_\_\_\_

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

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

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

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

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

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

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**Information regarding Contractor:**

License No.: \_\_\_\_\_

Registration No.: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_ Individual
- \_\_\_ Sole Proprietorship
- \_\_\_ Partnership
- \_\_\_ Limited Partnership
- \_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_ Limited Liability Company
- \_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**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 Contractor to furnish the information requested in this section.**

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor's entire Proposal is not made part of this Agreement.



**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
  
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

Name of Contractor: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

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