

**Southwestern Community College District
Procurement, Central Services & Risk Management
RFP 135 Legal Services**

**Addendum No. 1
September 11, 2012**

In response to the Request for Information and Clarifications sought at the RFP135 Pre- Proposal Meeting held on 9/11/2012, the District presents the following clarifications and rectifications as Addendum 1:

- 1. With respect to the above-referenced RFP, will the Southwestern Community College District of San Diego County accept RFP responses that would support only a partial of the scope of work to be performed? We are a boutique law firm specializing in employment litigation and would be interested in submitting a response to provide legal services to the District as to labor/employment only. Is this allowed?**

Yes, proposers have the option to submit their proposal for all areas of specialization and/or choose from one or more areas, based on the expertise of the firm. The area of expertise should be in General Counsel, Employment Law/Labor Relations, Student Affairs, Business and Financial Affairs and Public Construction. Section 1.2 of the Proposal Form B (Mandatory Responses) of the RFP document requires that responding firms identify the area/s of service the proposal is being submitted for.

- 2. Section 4.1 refers to following areas at the end. What are the areas?**

There is no reference to any areas, the line has been struck through.

- 3. Does the 10 page limit include just Proposal Form B? If not, what else has to be counted?**

Proposal responses shall not exceed ten (10) back to back pages in length (for a total of 20 pages). Form D, Fee and Rate Proposal, is not part of the ten back to back page limit. However, Proposal Forms A thru C, E thru G and Appendices A through D are a part of the ten back to back page limit. Please refer to section Proposal Form on Page 9 under 2. Instructions, Information and General Conditions.

- 4. Can you please tell us the current rate range for legal services?**

This information will not be provided.

- 5. On litigated matters handled by legal counsel assigned by the District Insurance Providers Keenan & Associates, will the District continue to use the legal counsel appointed by Keenan & Associates?**

Yes, the Legal Counsel appointed by District's Insurance providers Keenan & Associates will continue to work with the District in matters of Litigation. Counsel selected thru this RFP process and Keenan Appointed Legal counsel will be required to work with each other on certain litigated matters on an as needed basis.

- 6. Proposal Document Page 13; Section d, on Valuable Document Insurance is that insurance required?**

No, Valuable Document Insurance is not required that section has been deleted from the RFP. Please ensure that all requirements in Appendix B Insurance Affidavit are adhered to.

7. Will a firm be able to serve as General Counsel and also as Counsel for specific areas of specialty?

Yes, there is opportunity to serve as General Counsel and also as Counsel for any of the specialty areas noted in this RFP.

8. Are the Firms expected to provide workshop services free of cost?

Fees for workshop related services should be clearly identified in the Fee and Rate Proposal Form D of the RFP.

9. Does the District have a Labor Compliance Program and is it managed in-house and does legal counsel provide training and assistance for this service?

Yes the District has various Labor Compliance Programs for which training is provided in-house and yes the District may use counsel to provide training on an as needed basis.

10. Is paragraph 4 under Indemnification on Page 15 a requirement and if so, is that indemnification provision negotiable.

The indemnification language noted in the RFP is the requirement identified for this service. This language is open to very limited negotiations.

11. Do the proposals need to be spiral bound? What type of binding do you want?

While Spiral bound responses are preferred, the District requests the responses to be bound in a manner designed for easy handling and easy reading.

12. Revised RFP Pages:

In support of some of the responses noted above, attached are the following revised RFP document pages for your review and use.

1. Page 13; item d; entire paragraph is deleted
2. Page 26; Client Experience; Item No. 4.1.
3. Page 41; Appendix B, first paragraph. "to provide Legal Services" has been added
4. Page 46; Appendix F; 4th row has been deleted.

13. Meeting was adjourned at 10:20 a.m.



Priya Jerome
Director of Procurement, Central Services
& Risk Management

9/14/2012

Date

3. Broad from property damage
 4. Products/completed operations
 5. Personal injury
- c. Professional liability insurance, including contractual liability, with limits of \$3,000,000, per occurrence. Such insurance shall be maintained during the term of this agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this agreement adjusted for inflation. In the event that the Proposer subcontracts any portion of its duties, the Proposer shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this agreement and grounds for immediate termination.
- d. ~~The Proposer shall carry Valuable Document Insurance adequately insuring all drawings and specifications as may be required to protect the District in the amount of its full equity in those specifications, and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Proposer, and the District shall be named as an additional insured.~~
- e. Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insured; shall state that, with respect to the operations of the Proposer hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. The Proposer shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, the Proposer shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event the Proposer fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of the Proposer, and in such event the Proposer shall reimburse District upon demand for the cost thereof.
- f. In the event that the Proposer subcontracts any portion of the Proposer's duties, the Proposer shall require any such subcontractor (limited to those consultants listed in Title 24) to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a) (b) (c) (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.
- g. Failure to maintain professional liability insurance is a material breach of this agreement and grounds for immediate termination.

Employment & Labor Relations:

Student Affairs:

Business and Financial Affairs:

Public Construction:

- 3.2 Describe the District's priority to your firm as compared to the time demands of other clients, including response time to questions and requests for on-site meetings.
- 3.3 Describe the level of attorney (e.g. senior or junior partner, senior associate, etc.) to be used on various aspects of District legal matters.

4. CLIENT EXPERIENCE

- 4.1 Provide a summary of the firm's experience (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction) broken down by type of entity (e.g. community college, K-12, public sector entities, private sector clients). ~~particularly with respect to the following areas.~~
- 4.2 Provide a summary of your firm's experience (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction). Also, please summarize the experience of the staff to be assigned to the District in this area.
- 4.3 Provide a summary of your firm's Community college experience and the experience of the staff to be assigned to the District in this area:
- 4.4 For each attorney, please state the number of jury and/or bench trials, mediations, and arbitrations (binding and non-binding) that s/he has had (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, Public Construction) in the last ten years:

General Counsel:

Employment Law/Labor Relations:

Student Affairs:

Business and Financial Affairs:

Public Construction:

APPENDIX B

**INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of _____)ss.
County of _____)

The undersigned, being first duly sworn, deposes that he/she is _____

Of _____
herein called the Proposer; that the Proposer has submitted a proposal to provide Legal Services
for the Southwestern Community College District, herein called the District.

The Proposer agrees that he/she is familiar with the circumstances affecting the preparation and making of such proposal, and is properly qualified to make this affidavit; that he/she certifies the following.

Proposer is insured with policy limits not less than the following:

- a. Commercial General Liability:

Bodily Injury &	\$2,000,000	General Aggregate
Property Damage	\$1,000,000	Products Aggregate
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage Limit
	\$ 5,000	Medical Expense Limit
- b. Auto Liability to include owned, Non - owned and hired:

Bodily Injury	\$1,000,000	each person
	\$1,000,000	each accident
Property Damage	\$1,000,000	each accident
or		
Combined Single Limit	\$1,000,000	each accident.
- c. Worker's Compensation Coverage* Statutory for State of California
- d. Professional Liability (Errors and Omissions)
\$3,000,000 Each Occurrence

*Alternatively, a State of California Certificate of Self- insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance.

Subscribed and sworn to before me Firm _____

this _____ day of _____, 2012. Signed _____

Type or print name of affiant.

Notary Public Title _____

My commission expires _____.

APPENDIX F

Southwestern Community College District Legal Services Submission Checklist

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form C: Proposer Contributions	This line deleted
Proposal Form D: Fee and Rate Proposal	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Appendix A: Non-Collusion Affidavit	
Appendix B: Insurance Affidavit	
Appendix C: Equal Opporutnity Affirmative Action Statement	
Appendix D: Contractor's Certificate Regarding Workers' Compensation	
Appendix E: Sample Agreement for District Legal Services	
Appendix F: Submission Checklist	