ADDENDUM NO. 1

PROJECT:  COAST COMMUNITY COLLEGE DISTRICT
Community College District General Counsel Legal Services
RFP NO:  2051

NOTICE TO BIDDERS ON THE ABOVE PROJECT:

This addendum forms a part of the contract documents and modifies the original bidding documents as noted below. Please acknowledge the receipt of this addendum in the space provided on the bid proposal. Failure to do so may subject the bidder to disqualification.

This addendum consists of:

PRE-BID RFI RESPONSES

1. Question – “What is the significance, if any, of CCCD’s membership in SWAC JPA as far as pricing to be included in the proposal?”
   Answer – As a factor in the evaluation of proposals, but not the exclusive factor, the District will consider whether the proposer's rates are in alignment with the SWACC JPA approved attorney panel rate structure. The reason for this factor is that the District would have to cover the difference in hourly rate between the SWACC JPA rate schedule and the rate charged by proposer for each hour (or fraction thereof) for services proposer performs.

2. Question – “In Section 3.I.I.E, the RFP requests a list of cases and outcomes. Please clarify how to handle confidential matters concluded by settlement or otherwise. Also, is the proposer required to include arbitration/court case numbers? Finally, please state the timeframe required, e.g., for the past 5 years.”
   Answer – Proposer need not reference cases which have concluded more than 3 years ago. Proposers assume all responsibility for disclosure of matters that they have been engaged to perform. Proposer should exercise due care in listing its proffered examples of outcomes. Specificity regarding case numbers allows the District to independently confirm proposer’s representations, and should be included. If settlements achieved are protected from disclosure - the Proposer should exercise care in not violating the terms of the settlement agreements.

3. Question – “No sample contract is attached to the RFP. DOES CCCD have a form contract for outside counsel that it intends to use for this engagement? If so, will CCCD be posting it on the website? In the alternative, what are the terms and conditions, including insurance, that CCCD will be requiring of the successful proposer?”
   Answer – The District reserves the right to negotiate a retention agreement with the selected proposer. The District will seek confirmation of malpractice / errors & omissions insurance, and will expect general liability insurance in amounts of no less than $1M per/occurrence - with District named as additional insured, with 30 day prior notice before termination clause.
All other terms and conditions remain the same.

John Eriksen, Director of Purchasing

May 8, 2015