Peralta Community College District

INVITATION FOR BID

Bid No.: 14-15/41 District Wide Advertising and Outreach Broker Services

The Peralta Community College District, Oakland, California, through the Office of Purchasing, is hereby requesting sealed bids for this project.

The successful bidder (Contractor) will be required to furnish all labor, material, equipment, and supplies to complete the work and or deliver the product. The Contractor must also pay all applicable taxes and provide required insurance and any permits.

General Bid Information

Bid Description	Media Services
Bid Type	Services
Bid Number	14-15/41
Bid Issued	June 8, 2015
Department	Marketing
Mandatory Pre-bid Meeting	None
Scheduled Publication Dates	June 12, 2015; June 18, 2015
Bid Due Date	**July 9, 2015 at 2:00 PM** **Bids are opened at the bid submittal address 15 minutes after they are due. See "Instructions for Submitting Bids" later in this document.**

Instructions for Submitting Bids

Submittal Address	Peralta Community College District Purchasing Department Attn: Marie Hampton 501 5th Avenue Oakland, CA 94606 (510) 587-7895
Submittal Copies	One (1) Original
Submittal Envelope Requirements	Bids must be sealed and have the following information clearly marked and visible on the outside of the envelope: • Bid Number • Name of Your Company • Address • Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the vendor.

Questions about the Bid or Requests for Information

Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

Primary Contact	Marie Hampton Fax: 510-587-7873 Email: **mhampton@peralta.edu**
Question/RFI Due Date	**June 24, 2015 at 4:00 p.m.** Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	**July 2, 2015** All pertinent questions will be responded to **via addendum** faxed or emailed to all prospective bidders, and or posted at the District's website. Bidders who did not receive a copy of the addendum should download it from the District's website. See "How to Obtain Bid Documents" section for our web address. All addendums must be acknowledged on the bid form.

How to Obtain Bid Documents

Bid documents may be obtained from the location(s) indicated in the table below:

Available	Location
Yes	Peralta Community College District Purchasing Department 501 5th Avenue Oakland, CA 94606 Monday through Friday 9:00 AM to 4:00 PM (510) 466-7225
Yes	Website: www.peralta.edu and clicking on "Business Opportunities" and then on "List of Current RFPs/Bids" to download the RFQ packet.

Full Opportunity

The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

Peralta Community College District reserves the right to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of Peralta Community College District.

Marie Hampton, Director of Purchasing Services

Attachments

Title		Must Be Returned with Bid
1	Instruction to Bidders	
2	Bid Form	Yes
3	Non-Collusion Affidavit	Yes
4	Vendor Questionnaire and Certificate by Compliance	Yes
5	Environmentally Sustainable Procurement	Yes
6	Certificate Regarding Workers' Compensation	Yes
7	Statement of Equal Employment Opportunity	Yes
8	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	
9	SLBE/SELBE Self Certification Affidavit	Yes, If applicable
10	General Conditions	

Enclosures

Title	
A	Scope of Work/ Product Specification

Peralta Community College District

INSTRUCTIONS TO BIDDERS

Bid Proposals:

No bid proposals shall receive consideration by the Peralta Community College District (hereinafter "District") unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Bid proposals must be sealed and filed at the location in listed in the Invitation to Bid no later than the time specified in the invitation. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated shall not be opened and shall be returned, sealed, to the bidder.

2. Bidders Conference. A mandatory bidder's conference will be held on the date specified in the Invitation, for the purpose of acquainting all prospective bidders with the bid documents. It is imperative that all prospective bidders attend this conference. Failure to attend the conference may disqualify a non-attending bidder from the bid. Following this meeting, a mandatory site review will be conducted to acquaint bidders with the project.

3. Requests for Information.
Any questions relative to the bid should be in writing and directed to the designee specified in the Invitation to Bid.

4. Bid Proposal Forms. Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

5. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's California contractor's license number and expiration date.

6. Bid Security. **(Only applicable for Construction Bids)** Bid proposals should be accompanied by a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If the bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District. The certified or cashier's check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in the case of refusal or failure to enter into the contract within ten (10) calendar days after notification of the award of the contract, the District shall have the right to award to another bidder. If the bidder fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of forty-five (45) calendar days after the opening of bids.

8. Addenda or Bulletins. Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the Contract Documents. No addendum will be issued on such requests received later than five (5) calendar days before the scheduled opening of bids.

9. Award of Contract. The District reserves the right to reject any and all bid proposals to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

10. Bonds. **(Only applicable for Construction Bids)** The successful bidder shall be required to submit payment and performance bonds as specified in the Contract Documents. All required bonds shall be calculated on the maximum total purchase price. A bidder's failure to submit the bonds requested shall result in rejection of the bid proposal.

11. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and the right to accept or reject any and all bids, or to accept or reject any portion or combination thereof, or award on the basis of the total bid, when to do so is in its own best interest. The Contract will be awarded within forty-five (45) calendar days after opening of Bids to the lowest responsible Bidder complying with the requirements of the Contract Documents, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible Bidder.

12. Execution of Contract. The successful bidder shall, within ten (10) calendar days of notice of award of the contract, sign and deliver to the District, without exception, the executed District contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that the contract has been awarded to the bidder, or fails to provide the required bonds and certificates, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and, at its sole discretion, call for new bids.

13. Drawings and Specifications. Each bidder shall be required to return to the District all drawings and specifications in an unmutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of District.

14. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization and workforce available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Taxes. Taxes shall be included in the bid prices.

16. Bid Exceptions. All exceptions to the plans and specifications which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid.

17. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

18. Quantities. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

19. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

20. Samples. On request, samples of the products being bid shall be furnished to the District at no cost to the District.

21. Special Brand Names. In describing any item, the use of a manufacturer or special brand, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. If a bidder is requesting substitution of "an equal" item, the make and grade of the article on which the bid is submitted must be stated in the bid proposal and illustrations and catalogue information submitted. The District reserves the right to make all decisions on product and vendor selection.

22. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed in ensure safe transportation to point of delivery.

23. Bid Negotiations. A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific term.

24. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, California Labor Code Sections 1771, 1778 and 1779.

25. Governing Law and Venue. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County, California.

26. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114, inclusive, every bidder shall, on the enclosed form set forth:

(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.

(b) The portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the District, and in compliance with Public Contract Code Sections 4100 - 4114, either:

(1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid;
(2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
(3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor.

27. Examination of Contract Documents and Work Site. Before submitting a bid proposal, bidders shall examine the contract, the drawings, the specifications and other Contract Documents. Bidders shall visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no bidder shall visit the site without prior authorization. All bidders are requested to contact the Physical Plant Department or designee for coordination of site visits. Submission of a bid proposal constitutes acceptance of the terms of this provision.

28. Form of Contract. The bidder selected by the District will be required to execute, without exception, a contract in form and substance substantially similar to that included in the bidding package. The contract and other documents are subject to the approval of the District and its legal counsel.

29. Licenses. Each bidder, and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the District's satisfaction may result in rejection of the bid.

30. Denial of Right to Bid. Contractors or subcontractors who have violated state law governing public works shall be denied the right to bid on this public work contract as set forth in California Labor Code Section 1777.7.

31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or make a prime proposal.

32. Contractor's State License Board. Contractors' are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, California 95826.

33. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

_____ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

_____ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation [see bid proposal form] as being used for the purpose of determining the lowest bid price.

_____ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items, depending upon available funds as identified in the solicitation.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

End of Section

Peralta Community College District

BID FORM (Page 1 of 2)

Bid No.: 14-15/41 District Wide Advertising and Outreach Broker Services

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation for Bid, the General Conditions and Instructions to Bidders, the Scope of Work/Product Specifications, and all of the contract documents for this project, and accurately completed the Vendor's Questionnaire, proposes to perform the contract, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, transportation and services required for the construction of the project or delivery of Goods and Services, in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified for the lump sum price of (including all taxes):

Total Bid Price

Total lump sum bid price of **$**_____ (Numeric amount)

_____ (Written amount)

Written amount prevails if any discrepancy exists.

Bid Elements

(The Total Bid Price is composed of the following elements)

Item	Campus	Cost for Direct Mail Campaign	Cost for Out of Home Services Campaign	Costs for Radio, Min. 250-30 sec. spots	Costs for Newspaper Advertising
1	Spring (Flight Dec-Jan) Media Campaigns				
2	Fall (Flight Jul- Aug) Media Campaigns				
3	Summer (Flight June				
	Subtotal				
	Freight (if required)				
	Tax (at 9.75%)				
	TOTAL ***(***Equating to the Total Bid Price value shown above***)***				

Additional Costs

Include any costs for Author's change here: $_____

Contractor Name: _____ Initials: _____

BID FORM (Page 2 of 2)

Bid No.: 14-15/41 District Wide Advertising and Outreach Broker Services

Addendum Acknowledgement

The following addendum(s) are acknowledged in this bid: _____

Agreement Terms Continued

1. The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
2. Peralta Community College District reserves the right to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of the District.
3. Both pages of this Bid Form must be completed and signed in ink. The bid will be awarded to the lowest responsive, responsible bidder.

Bidder Information and Signature

Contractor Name: _____ Title: _____

Address: _____

Telephone: _____ Fax: _____

Contractor License #: _____ Expiration Date: _____

Authorized Signature: _____ Date: _____

Peralta Community College District

NON-COLLUSION AFFIDAVIT

(To be executed by bidder and submitted with bid)

Bid No.: 14-15/41 District Wide Advertising and Outreach Broker Services

State of California, County of _____

(Name) _____, being first duly sworn, deposes and says that he or she is (title)_____ of (company)_____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: _____ Signature: _____

Peralta Community College District

VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

_____
Date

_____
Firm Name **Telephone**

_____ _____ _____
Business Fax **Email Address** **Website**

_____
Street Address **City/State** **Zip Code+ 4®**

_____
Mailing Address **City/State** **Zip Code + 4®**

Type of Organization (Check one) Individual ☐ Partnership ☐ Corporation ☐

Name of Owner(s) **State of Incorporation (if applicable)**

Name of Partners **(I) Indicate (G) General (L) Limited**

_____
Local Address

_____
Amount of Annual Business

The District is identifying vendor ownership as follows:

		Asian-American (Chinese, Japanese, Korean, Vietnamese)	Black or African-American	Filipino	Latino (other than Mexican or Mexican-American)	Mexican or Mexican-American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #															
% of assets															

The District is identifying vendor workforce as follows:

		Asian-American (Chinese, Japanese, Korean, Vietnamese)	Black or African-American	Filipino	Latino (other than Mexican or Mexican-American)	Mexican or Mexican-American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #															
% of assets															

Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

What are you interested in providing the District? (e.g., construction, consulting, goods or services).

Main Headquarters Office(s) Address/Telephone **(List all as applicable)**	**1.** **2.** **3.**

Total # of Employees _____

Local Office(s) Address/Telephone **(List all as applicable)**	**1.** **2.** **3.**

Total # of Employees _____

Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract **(Please use the Zip+4®)** **Use separate sheet as necessary**	**1.** **2.** **3.** **4.** **5.** **6.**

Peralta Community College District

ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non polystyrene food containers, non petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

The District's formal Environmental Sustainability Policy 2.40 is available for download at www.peralta.edu; click on the District Services Center tab and then Purchasing to view the environmentally sustainable purchasing policy.

Vendor Statement and Signature

The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does your product or service promote the District's Environmentally Sustainable Procurement goal?

_____Yes* _____No

***If Yes, you are required to describe how your product or service that you are providing to the District will promote the District's Environmentally Sustainable Procurement goal.**

_____
_____
_____
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_____
_____
_____

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Contractor Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Peralta Community College District

CERTIFICATE REGARDING WORKERS' COMPENSATION

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:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his 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 and will require all subcontractors to do the same.

_____
Contractor

By: _____

(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 awarding body prior to performing any work under this Contract.)

Peralta Community College District

Statement of Equal Employment Opportunity

I hereby certify that _____
(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor's questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

a. Actual racial, gender and residential workforce composition of your company for the contract work.
b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _____
Date

_____
Print Name

Peralta Community College District

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.
    d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. 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 for the past three consecutive years.

Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District's definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District's market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District's Contract Compliance Office will determine whether this requirement has been fulfilled**.** Bidders may only claim one of the below preferences.

Certification Status	Preference	Preference Claimed (check only one)
SLBE	5% of lowest bid	
SELBE	5% of lowest bid	
25% of Subcontractors are SLBE/SELBE	4% of lowest bid	
Not Applicable	None	

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:

   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: _____ Bid Name: _____

_____ _____
Signed Date

_____ _____
Printed or typed name Title

_____ _____ _____

GENERAL CONDITIONS

1. **ASSIGNMENT/DELEGATION**: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **STATUS OF CONTRACTOR**: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. **INDEMNIFICATION**:

(a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

4. **INSURANCE**: With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence and $2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability** Not Applicable

(f) **Documentation**:

The following documentation shall be submitted to the DISTRICT:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) **Policy Obligations**: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach**: If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

DISTRICT:

Peralta Community College District
333 East 8th Street
Accounts Payable Department
Oakland, CA 94606

CONTRACTOR:

_____
_____
_____
_____

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER**: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. **PURCHASE BY OTHER PUBLIC AGENCIES**: Contractor agrees to extend identical prices and services under the same terms and conditions to other public agencies. Each participating agency will execute its own Contract with the Contractor for its requirement and payment will be made directly by the participating agency. Following any initial purchase(s) by the Peralta Community College District, additional quantities of the materials listed herein may be purchased to replace or supplement existing supplies. Additional quantities of these materials may be purchased by other public agencies pursuant to California Public Contract Code 20652 et seq. Other public agencies may utilize this contract for these material and purchase directly from Contractor without additional competitive processes. This is only allowable when the original Contract was executed following a competitive process and allows other public agencies to use the Contract.

8. **TRANSFER OF RIGHTS**: CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

9. **NONDISCRIMINATION**: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. **EXTRA (CHANGED) WORK**: Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. **CONFLICT OF INTEREST**: CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

12. **OWNERSHIP OF WORK PRODUCT**: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

13. **CONTRACTOR'S WARRANTY**: DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by DISTRICT shall not operate as a waiver or release.

14. **TAXES**: CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

15. **DUE PERFORMANCE**: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

16. **NO THIRD-PARTY BENEFICIARIES**: There are no intended third-party beneficiaries of this Agreement.

17. **NO WAIVER OF BREACH**: The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

End of Section

Peralta Community College District

SCOPE OF WORK/PRODUCT SPECIFICATIONS

Bid No.: 14-15/41 District Wide Advertising and Outreach Broker Services

Overview

Peralta Community College District (PCCD) is soliciting formal bids from Advertising Brokers for advertising and outreach placement services for the Spring, Summer and Fall semesters.

Scope of Work/Product Specifications

The awarding Vendor shall prepare a professional advertising and outreach placement campaign for the Peralta Community College District Spring, Summer and Fall semesters at all four campuses (Laney College, College of Alameda, Merritt College and Berkeley City College). The campaign shall consist of the following advertising media and outreach methods:

Spring (Flight Dec-Jan)

- Direct Mail:(1) 42,500 5"x7" enrollment postcards, mailing list, inkjet addressing, mailing service included (Peralta pays postage)
- Out of Home: 50 junior billboards, 10 Poster billboards, 20 bus shelters, 20 bus tail displays, 15 queen bus displays (within our service area, including production cost, at least one-month run)
- Radio: Minimum 175 30-sec. radio spots, three week flight on KBLX-FM, KMEL-FM and KYLD-FM
- Newspaper advertising: As needed.

Fall (Flight Jul-Aug)

- Direct Mail: Two (2) 42,500 5"x7" enrollment postcards, mailing list, inkjet addressing, mailing service included (Peralta pays postage)
- Out of Home: 50 junior billboards, 10 Poster billboards, 20 bus shelters, 20 bus tail displays, 15 queen bus displays (within our service area, including production cost, at least one-month run)
- Radio: Minimum 250 30-sec. radio spots, four week flight on KBLX-FM, KMEL-FM and KYLD-FM
- Newspaper advertising: As needed.

Summer (Flight June)

- Direct Mail: One (1) 42,500 5"x7" enrollment postcards, mailing list, inkjet addressing, mailing service included (Peralta pays postage)
- Newspaper advertising: 3 Weeks advertising in local college newspapers, community press)

End of Section