



**Peralta Community College District  
REQUEST FOR PROPSAL 15-16/12**

**PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND  
BUILDINGS E, F, L, A, & B AT COLLEGE OF ALAMEDA**

The Peralta Community College District (PCCD), Oakland, California, through the Department of Purchasing, is hereby requesting proposals for the above mentioned services.

The successful vendor will be required to furnish all labor, material, equipment, supplies, and applicable taxes to complete all deliverable for this Request for Proposals.

**Proposal Information**

<b>Proposal Description</b>	<b>REQUEST FOR PROPSAL 15-16/12 PROVIDE PAINTING SERVICES BUILDINGS E, F, L, A, &amp; B AT COLLEGE OF ALAMEDA</b>
<b>Proposal Number</b>	<b>15-16/12</b>
<b>Proposal Issued</b>	<b>November 12, 2015</b>
<b>Department</b>	<b>Department of General Services</b>
<b>Scheduled Publication Dates</b>	<b>November 11, 2015; November 19, 2015</b>
<b>Mandatory Pre-bid Meeting</b>	<b>December 2, 2015</b> The meeting will be held in Building L Room L237 at College of Alameda 555 Ralph Appenzato Memorial Parkway, Alameda, CA 94501
<b>Proposal Due Date</b>	<b>December 17, 2015</b>



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#### Instructions for Submitting Proposals

<b>Submittal Address</b>	Peralta Community College District Purchasing Department Attn: Marie Hampton 501 5th Avenue Oakland, CA 94606
<b>Submittal Copies</b>	One (1) Original copy clearly marked "Original" and four (4) Copies marked "copy".
<b>Submittal Envelope Requirements</b>	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none"><li>• Proposal Number and Name of Project</li><li>• Name of Your Company</li><li>• Address</li><li>• Phone Number</li><li>• Email address</li></ul>
<b>Late Submittals</b>	<b>Proposals received after the time and date stated above shall be returned unopened to the vendor.</b>
<b>Project Funding</b>	<b>Measure A Bond</b>

#### Questions about the Proposals

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

<b>Primary Contact</b>	<b>Atheria Smith</b> <b>Facilities Planning and Development Manager</b> <b>Email: <a href="mailto:atheriasmith@peralta.edu">atheriasmith@peralta.edu</a></b>
<b>Question/RFI Due Date</b>	<b>December 7, 2015 at 4:00 PM</b>
<b>Response Date</b>	<b>December 11, 2015</b>

#### 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



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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 proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals 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

#### Table of Contents

- I. Project Overview
- II. Scope of Services
- III. Submission Requirements
- IV. Evaluation Criteria
- V. Additional Requirements.

#### **Attachments:**

Title		Must Be Returned with Proposal
1	Vendor Questionnaire and Certificate by Compliance	Yes
2	Environmentally Sustainable Procurement	Yes
3	Certificate Regarding Workers' Compensation	Yes
4	Statement of Equal Employment Opportunity	Yes
5	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	No
6	SLBE/SELBE Self Certification Affidavit	Yes, If applicable
7	Non-Collusion Affidavit	Yes
8	General Provisions	No
9	Acknowledgement and Signature Form	Yes
10	PCCD Fee Proposal and Contract	Yes



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#### **I. Introduction**

The College of Alameda is looking to paint building exteriors and the building's windows, doors and entry ways of a few selected buildings on the Alameda campus. The painting project includes only a few selected buildings along Webster Street and Ralph Appezzato Way. Those buildings are E, F, L, A, & B. A map is included in this RFP. The District is soliciting for proposals to paint the building entryway which included doors, windows, and gates associated with the selected buildings. Work on weekends and nights is required. This project is subject to PLA and SB854 requirements. Contractors (and its sub-contractors) awarded this project must be registered with the California Department of Industrial Relations, prior to performing the work

The College of Alameda Painting Project must be **Substantially Completed** on or before within January 15, 2016.

#### GENERAL PAINT SPECIFICATIONS                      PART 1

##### 1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Products and application.
- C. Surface finish schedule.

##### 1.2 SUMMARY OF PAINTED SUBSTRATES

- A. Section includes the application of paint systems on the following interior substrates:
  - 1. Concrete.
  - 2. Concrete masonry units (CMU).
  - 3. Primed or unprimed steel.
  - 4. Cast iron.
  - 5. Galvanized metal.
  - 6. Steel handrails, guardrails and fittings.
  - 7. Aluminum (not anodized or otherwise coated).
  - 8. Steel doors, frames and lights.
  - 9. Glass frames in steel and wood doors.
  - 10. Wood doors.
  - 11. Access doors and frames.
  - 12. Wood windows.
  - 13. Wood.
  - 14. Horizontal and vertical gypsum board.



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15. Plaster.
  16. Suspended acoustic ceilings.
  17. Applied acoustic ceilings.
  18. Wall louvers.
  19. Mechanical equipment.
  20. Electrical panel board covers.
- B. Section includes the application of paint systems on the following exterior substrates:
1. Concrete.
  2. Clay masonry.
  3. Concrete masonry units (CMU). Primed or unprimed steel.
  5. Galvanized metal.
  6. Steel handrails, guardrails, and fittings.
  7. Steel roof deck.
  8. Steel lintels and shelf angles.
  9. Bollards.
  10. Sheet metal flashing and trim.
  11. Sheet metal gutters and downspouts.
  12. Steel pipe downspouts.
  13. Aluminum (not anodized or otherwise coated).
  14. Steel doors, frames and lights.
  15. Glass frames in steel and wood doors.
  16. Wood doors.
  17. Access doors and frames.
  18. Overhead coiling doors and frames.
  19. Sectional overhead doors and frames.
  20. Rolled steel windows.
  21. Wood windows.
  22. Wood.
  23. Portland cement plaster (stucco).



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- 24. Horizontal or vertical gypsum board or sheathing.
  - 25. Wall louvers.
  - 26. Mechanical roof mounted equipment.
  - 27. Electrical panel board covers.
- C. Substrate listings are for principal surfaces only. Refer to drawings, details and individual specification sections for items, surfaces, and substrates not specifically listed.

#### 1.3 REFERENCES

- A. ASTM D16- Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products. B. SSPC -The Society for Protective Coatings.

#### 1.4 SYSTEM DESCRIPTION

- A. Preparation of all surfaces to receive final finish.
- B. Painting and finishing work of this section using coating systems of materials including primers, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- C. Surface preparation, priming, and finish coats specified in this Section are in addition to shop-priming and surface treatment specified under other Sections.
- D. Painting and finishing all exterior and interior surfaces of materials including structural, mechanical, and electrical work on site, in building spaces, and above or on the roof.
- E. Paint exposed surfaces except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces.

#### 1.5 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

#### 1.6 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with five years' experience.
- B. Applicator: Company specializing in commercial painting and finishing with five years documented experience.
- C. Coats: The number of coats specified is the minimum number acceptable. If full coverage is not obtained with the specified number of coats, apply such additional coats as are necessary to produce the required finish.
- D. Employ coats and undercoats for all types of finishes in strict accordance with the recommendations of the paint manufacturer.
- E. Provide primers and undercoat paint produced by the same manufacturer as the finish coat.
- F. The minimum dry film thickness of each coat of paint shall comply with the manufacturer's recommendations for each type of paint used.



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#### 1.7 REGULATORY REQUIREMENTS

- A. Comply with applicable codes and regulations of governmental agencies having jurisdiction including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this specification, comply with the more stringent provisions.
- B. Comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA).
- C. Comply with South Coast Air Quality Management District (SCAQMD) Rule 1113. A copy of this regulation can be obtained from <http://www.aqmd.gov/rules/reg/reg11/r1113.pdf>.
- D. In the South Coast Air Quality Management District (SCAQMD), where lower VOC contents are specified for a number of categories, certain products may be covered under the manufacturer's SCAQMD - approved Averaging Program. As a result, certain products may be fully compliant with SCAQMD Rule 1113, despite having VOC contents higher than specified limits.

#### 1.8 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.
- B. Provide manufacturer's technical information and instructions for application of each material proposed for use by catalog number.
- C. List each material by catalog number and cross-reference specific coating with specified finish system.
- D. Provide manufacturer's certificate that products proposed meet or exceed specified materials.
- E. Submit samples under provisions of Section 01 33 00F. Submit two samples 8-1/2 x 11 inches in size of each paint color and texture applied to cardboard. Resubmit samples until acceptable color, sheen and texture is obtained.
- G. On same species and quality of wood to be installed, submit two 4 x 8 inch samples showing system to be used.

#### 1.9 FIELD SAMPLES

- A. Provide field samples under provisions of Section 01 33 00.
- B. On wall surfaces and other exterior and interior components, duplicate specified finishes on at least 100 sq. ft. of surface area.
- C. Provide full-coat finishes until required coverage, sheen, color and texture are obtained.
- D. Simulate finished lighting conditions for review of field samples.
- E. After finishes are accepted, the accepted surface may remain as part of the work and will be used to evaluate subsequent coating systems applications of a similar nature.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site and store and protect under provisions of Section 01 66 00.



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- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
- C. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing. Paint containers not displaying product identification will not be acceptable.
- D. Store paint materials at minimum ambient temperature of 50 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturer's instructions.
- E. Take precautionary measures to prevent fire hazards and spontaneous combustion.

#### 1.11 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain interior surface and ambient temperatures above 50 degrees F with a maximum humidity level of 50 percent for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 50 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish and Urethane Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 foot candles measured mid-height at substrate surface.

#### 1.12 EXTRA MATERIAL

- A. Provide a five gallon unopened container of each color to Owner.
- B. Label each container with color, texture, and room locations in addition to the manufacturer's label.

## 2. PART 2 PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS- PAINT

- A. Unless specifically identified otherwise, product designations included at end of section are those of the Dunn-Edwards Corporation, [www.dunnedwards.com](http://www.dunnedwards.com) and shall serve as the standard for kind, quality, and function.
- B. Subject to compliance with requirements, other manufacturers and their affiliate companies offering equivalent products are:
  - 1. Benjamin Moore Paints, [www.benjaminmoore.com](http://www.benjaminmoore.com).
  - 2. Kelly-Moore Paint Company, [www.kellymoore.com](http://www.kellymoore.com).
  - 3. Sherwin Williams, [www.sherwin-williams.com](http://www.sherwin-williams.com).
- C. Substitutions: Under provisions of Section 01 25 00.

### 2.2 MATERIALS





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- A. Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- C. "Deep Tone" colors to be composed of 100 percent acrylic pigments with a colored base.
- D. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

#### 2.3 FINISHES

- A. Refer to schedule at end of Section for surface finish schedule.

### 3. PART 3 EXECUTION

#### 3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Plaster and Gypsum Wallboard 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry 12 percent.
  - 3. Interior Located Wood 12 percent.
  - 4. Exterior Located Wood 12 percent.
- D. Beginning of installation means acceptance of existing surfaces.

#### 3.2 SURFACE PREPARATION- GENERAL

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Remove all finish hardware from doors and frames prior to preparing surfaces or finishing.
- C. Correct minor defects and clean surfaces which affect work of this Section.
- D. Shellac and seal marks which may bleed through surface finishes.
- E. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Aluminum Surfaces: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- G. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.



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- H. Concrete Floors: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- I. Gypsum Board: Repair all voids, nicks, cracks and dents with patching materials and finish flush with adjacent surface. Latex fill minor defects. Spot prime defects after repair.
- J. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Pretreat with phosphoric acid etch or vinyl wash. Apply coat of etching primer the same day as pretreatment is applied
- K. Concrete and Unit Masonry: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- L. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- M. Uncoated Steel and Iron: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint after repairs.
- N. Shop Primed Steel: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime paint steel surfaces.
- O. Interior Wood: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- P. Exterior Wood: Remove dust, grit, and foreign matter. Seal, knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.
- Q. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.
- R. Wood Doors: Seal top and bottom edges with 2 coats of spar varnish sealer.
- S. Existing surfaces to be recoated shall be thoroughly cleaned and deglossed by sanding or other means prior to painting. Patched and bare areas shall be spot primed with same primer as specified for new work.

#### **3.3 SURFACE PREPARATION- MODERNIZATION**

- A. Properly prepare all existing surfaces to receive new paint.
- B. Prior to application of any new paint, existing surfaces to be cleaned free of damaged paint, dust, corrosion, and other foreign matter which will destroy bond or mar appearance of new paint.
- C. Sand, scrape, fill and repair surfaces flush with suitable fillers. Patch and repair; feather edges to provide smooth transitions; match existing surfaces.
- D. Remove hardware and accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not-to-be-finish painted, or provide surface-applied protection. Reinstall removed items upon completion of work in each area.



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- E. Existing surfaces to be painted shall be thoroughly cleaned and deglossed by sanding or other means prior to painting. Patched and bare areas shall be spot primed with same primer as for new work.
- F. Existing paint removal:
  - 1. Remove loose, blistered, scaled, oxidized, cracked, alligatored, or defaced paint down to a sound surface.
  - 2. Brush and clean free all loose material.
  - 3. Feather edges of removal areas to provide a smooth transition between surfaces.
- G. Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instructions for each substrate condition.
- H. Washing and Cleaning:
  - 1. Remove all loose and foreign materials.
  - 2. At building interiors, wash all surfaces clean with approved cleaner and rinse with clean water.
  - 3. At building interiors, vacuum existing ceiling panels to remove all dirt and dust from the material surface. Utilize caution so as not to mar or damage the finish surface in any way.
  - 4. Completely remove wax from surfaces which receive new paint.
- I. Remove dust, grit, and foreign matter from existing wood surfaces. Sand surfaces and dust clean. Spot coat knots, pitch streaks, and sappy section with pigmented stain sealer when surfaces are to be painted. Fill nail holes, cracks, and other defects after priming and spot prime repairs when fully cured.
- J. Repair and crack filling:
  - 1. Wood: Putty cracks and holes flush at stained and or varnished work, color putty to match. Sand smooth any rough spots. Seal knots and pitch pockets.
  - 2. Gypsum Wallboard: Fill all nail heads, screw heads, holes, cracks, or defects with drywall joint compound or spackle. Sand any rough spots smooth; do not raise nap on paper covering. Remove dust. Skim coat drywall must be sealed with a suitable sealer recommended by the coating manufacturer.
- 3. Plaster:
  - (a) Cracks exceeding 1/16 inch wide shall be V-grooved out, and then filled flush.
  - (b) Interior Plaster: Fill with spackle or patching plaster.
  - (c) Exterior Plaster: Small defects may be filled with exterior spackle. Cracks more than 1/16 inch wide shall be filled with cement grout, textured to match adjacent surfaces.
- 4. Concrete / Masonry: Fill as specified for exterior plaster.
- K. Natural/ Stain Finished Wood Doors:



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1. Typically, fully strip existing natural finish clear coat, fill all dents, gouges, scrapes, etc., and finish sand to prepare surface to receive a complete new finish coat system.
  2. All patching materials shall be natural wood dough tinted to match existing natural wood color.
  3. Doors shall appear as new when work is finished.
- L. Concrete and masonry surfaces shall be dry, clean, and free of dirt, efflorescence, encrustation, mortar spots, and other foreign matter. Glazed surfaces on concrete shall be roughened or etched to uniform texture.
- M. Ferrous metal shall be cleaned of oil, grease, and foreign matter. Cleaning method: SSPC-SP No. 1 "Solvent Cleaning".
- N. Ferrous Steel: Where raw metal surface is exposed, proceeds follow:
1. Cleaning method: SSPC-SP No. 2 "Hand Cleaning" or No. 3 "Power Brush Cleaning" as required to remove corrosion, loose paint, and rust.
  2. Priming: Prime immediately after cleaning.
- O. Galvanized Metal: Where galvanizing is exposed, proceed as follows:
1. Cleaning: Solvent clean per SSPC-SP No. 1 "Solvent Cleaning".
  2. Pre-Treatment; Apply Supreme Chemical Metal Clean and Etch SC-ME01, follow manufacturer's recommendations and the following:
    - (a) Application: Brush apply in a thin even coat. Remove excessive solution from surface with rags, squeegee, or sponge. When using full strength, rinse surface with water.
    - (b) Thinning: Use water, do not reduce solution beyond 3 parts water to 1 part Supreme Chemical Metal Clean and Etch SC-ME01.
    - (c) Drying: Allow to dry for 10 minutes, rinse thoroughly with water and wipe dry with rags.
  3. Cleaned and treated galvanized metal should be primed within 48 hours.
- P. Thoroughly back paint all surfaces of exterior and interior finish lumber and millwork, including doors and window frames, trim, cabinetwork, etc., which will be concealed after installation. Back paint items to be painted with a priming coat. Use a clear sealer for back priming where transparent finish is required.
- Q. Pipes, ducts, hangers, exposed steel and ironwork, and primed metal surfaces of equipment installed under mechanical and electrical work shall be cleaned prior to priming.
- 3.4 PROTECTION OF ADJACENT WORK
- A. Protect elements surrounding the work of this Section from damage or disfiguration.
  - B. Repair damage to other surfaces caused by work of this Section.



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- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
  - D. Remove empty paint containers from site
- 3.5 WORK NOT TO BE PAINTED
- A. Painting is not required on surfaces in concealed and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces and duct shafts.
  - B. Do not paint metal surfaces such as stainless steel, chromium plate, brass, bronze, and similar finished metal surfaces.
  - C. Do not paint anodized aluminum or other surfaces which are specified to be factory pre-finished.
  - D. Do not paint sandblasted or architecturally finished concrete surfaces.
  - E. Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or identifications.
- 3.6 APPLICATION
- A. Apply products in accordance with manufacturer's instructions.
  - B. Do not apply finishes to surfaces that are not dry.
  - C. Apply prime coat to surfaces which are to be painted or finished.
  - D. Apply each coat to uniform finish.
  - E. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
  - F. Sand lightly between coats to achieve required finish.
  - G. Allow applied coat to dry before next coat is applied.
  - H. The number of coats specified is the minimum that shall be applied. Apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.
  - I. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
  - J. Prime back surfaces of interior and exterior woodwork with primer paint.
  - K. Prime back surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
  - L. Paint mill finished door seals to match door or frame.
  - M. Paint primed steel glazing stops in doors to match door or frame.
  - N. Cloudiness, spotting, lap marks, brush marks, runs, sags, spikes and other surface imperfections will not be acceptable.
  - O. Where spray application is used, apply each coat of the required thickness. Do not double back to build up film thickness of two coats in one pass.



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- P. Where roller application is used, roll and redistribute paint to an even and fine texture. Leave no evidence of roller laps, irregularity of texture, skid marks, or other surface imperfections.

#### **3.7 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT**

- A. Paint shop primed equipment. Do not paint shop prefinished items.
- B. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- C. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, except where items are prefinished.
- D. Replace identification markings on mechanical or electrical equipment when painted accidentally.
- E. Paint interior surfaces of air ducts, and connector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint, to limit of sight line. Paint dampers exposed behind louvers, grilles, and connector and baseboard cabinets to match face panels.
- F. Paint exposed conduit and electrical equipment occurring in finished areas.
- G. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- H. Replace electrical plates, hardware, light fixture trim, and fittings removed prior to finishing.
- I. Paint grilles, registers, and diffusers which do not match color of adjacent surface.
- J. Paint all mechanical and electrical equipment, vents, fans, and the like occurring on roof.
- K. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; and motor shafts.
- L. Do not paint over labels or equipment identification markings.
- M. Do not paint mechanical room specialties such as compressors, boilers, pumps, control panels, etc.
- N. Do not paint switch plates, light fixtures, and fixture lenses.

#### **3.8 CLEANING**

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

#### **3.9 PROTECTION OF COMPLETED WORK**

- A. Protect finished installation under provisions of Section 01 66 00.



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### **PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A, & B AT COLLEGE OF ALAMEDA**

- B. Erect barriers and post warning signs. Maintain in place until coatings are fully dry.
- C. Confirm that no dust generating activities will occur following application of coatings.

#### **3.10 PATCHING**

- A. After completion of painting in any one room or area, repair surfaces damaged by other trades.
- B. Touch-up or re-finish as required to produce intended appearance.

#### **3.11 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of Section 01 45 00.
- B. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary.
- C. The Owner will engage the services of an independent testing agency to sample paint material being used.
- D. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
- E. The testing agency will perform appropriate quantitative materials analysis and other characteristic testing of materials as required by the Owner.
- F. If test results show materials being used and their installation do not comply with specified requirements or manufacturer's recommendations, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing and repaint surfaces to acceptable condition.

#### **3.12 COLOR SCHEDULE**

- A. Paint and finish colors shall be selected by the Architect from manufacturer's entire range of standard and custom color selections and special colors selected to match or compliment the colors of other materials, equipment, or components which comprise the work.
- B. Access doors, registers, exposed piping, electrical conduit and mechanical/electrical panels: Generally the same color as adjacent walls.
- C. Exterior and interior steel doors, frames and trim: Generally a contrasting color to adjacent walls.
- D. Doors generally are all the same color, but of a contrasting color from frame and trim.
- E. Exterior and interior steel fabrications: Generally a contrasting color to adjacent walls.
- F. Exposed interior mechanical/ductwork: Generally a contrasting color to adjacent walls or ceiling.
- G. Ceilings are generally to be painted a different color than walls.



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### PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A, & B AT COLLEGE OF ALAMEDA

#### 3.13 SCHEDULE- EXTERIOR SURFACES

##### A. Wood Painted (Eggshell Acrylic)

1st coat: EZPROO EZ Prime Premium

2nd coat: EVSH30 Evershield

3rd coat: EVSH30 Evershield

##### B. Wood- Semi-Transparent

1st coat: WPT3 "OKON Weatherpro"

##### C. Concrete (Eggshell Acrylic)

1st coat: EZPROO Eff-Stop Premium

2nd coat: EVSH30 Evershield

3rd coat: EVSH30 Evershield

##### D. Concrete Masonry Units (Eggshell- Acrylic)

Fill coat: SBRPROO Smooth Blocfil Premium

1st coat: EVSH30 Evershield

2nd coat: EVSH30 Evershield

##### E. Cement Plaster (Eggshell Acrylic)

1st coat: ESPROO Eff-Stop Premium

2nd coat: EVSH30 Evershield

3rd coat: EVSH30 Evershield

##### F. Steel - Primed or Unprimed (Semi-Gloss Acrylic)

1st coat: GAPROO Galv-Aium Premium

2nd coat: SSHL50 Spartashield

3rd coat: SSHL50 Spartashield

##### G. Steel - Galvanized and Aluminum (Semi-Gloss Acrylic)

1st coat: Supreme Chemical Metal Clean and Etch SC-ME01

2nd coat: GAPROO Galv-Aium Premium

3rd coat: SSHL50 Spartashield

4th coat: SSHL50 Spartashield





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### **PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A, & B AT COLLEGE OF ALAMEDA**

#### 3.14 SCHEDULE -INTERIOR SURFACES

A. Wood - Painted (Eggshell, Acrylic)

1st coat:	UGPROO Ultra-Grip Premium
2nd coat:	SPMA30 Suprema
3rd coat:	SPMA30 Suprema

B. Wood -Transparent (Stain - Semi-Gloss Varnish)

1st coat:	V109 Stainseal - Minwax Stain
Filler coat (Open grain wood only):	Valspar Wood Filler VSP 0109
2nd coat:	Cabot W.B. Polyurethane CAB 8087-1
3rd coat:	Cabot W.B. Polyurethane CAB 8087-1
4th coat:	Cabot W.B. Polyurethane CAB 8087-1

C. Concrete (Eggshell, Acrylic)

1st coat:	UGPROO Ultra-Grip Premium
2nd coat:	SPMA30 Suprema
3rd coat:	SPMA30 Suprema

D. Concrete Floors- Sealed (Low Sheen Epoxy Acrylic)

1st coat:	Seal Krete - Epoxy Seal
2nd coat:	Seal Krete - Epoxy Seal with Decorative Flakes
3rd coat:	Seal Krete - Clear Sealer

E. Concrete Masonry Units (Eggshell, Acrylic)

1st coat:	SBPROO Smooth Blocfil Premium
2nd coat:	SPMA30 Suprema
3rd coat:	SPMA30 Suprema

F. Steel- Primed or Unprimed (Semi-Gloss Acrylic)

1st coat:	GAPROO Galv-Aium Premium
2nd coat:	SPMASO Suprema
3rd coat:	SPMASO Suprema

G. Steel – Galvanized and Aluminum (Semi-Gloss Acrylic)

1st coat:	GAPROO Galv-Aium Premium
2nd coat:	SPMASO Suprema
3rd coat:	SPMASO Suprema



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### **PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A, & B AT COLLEGE OF ALAMEDA**

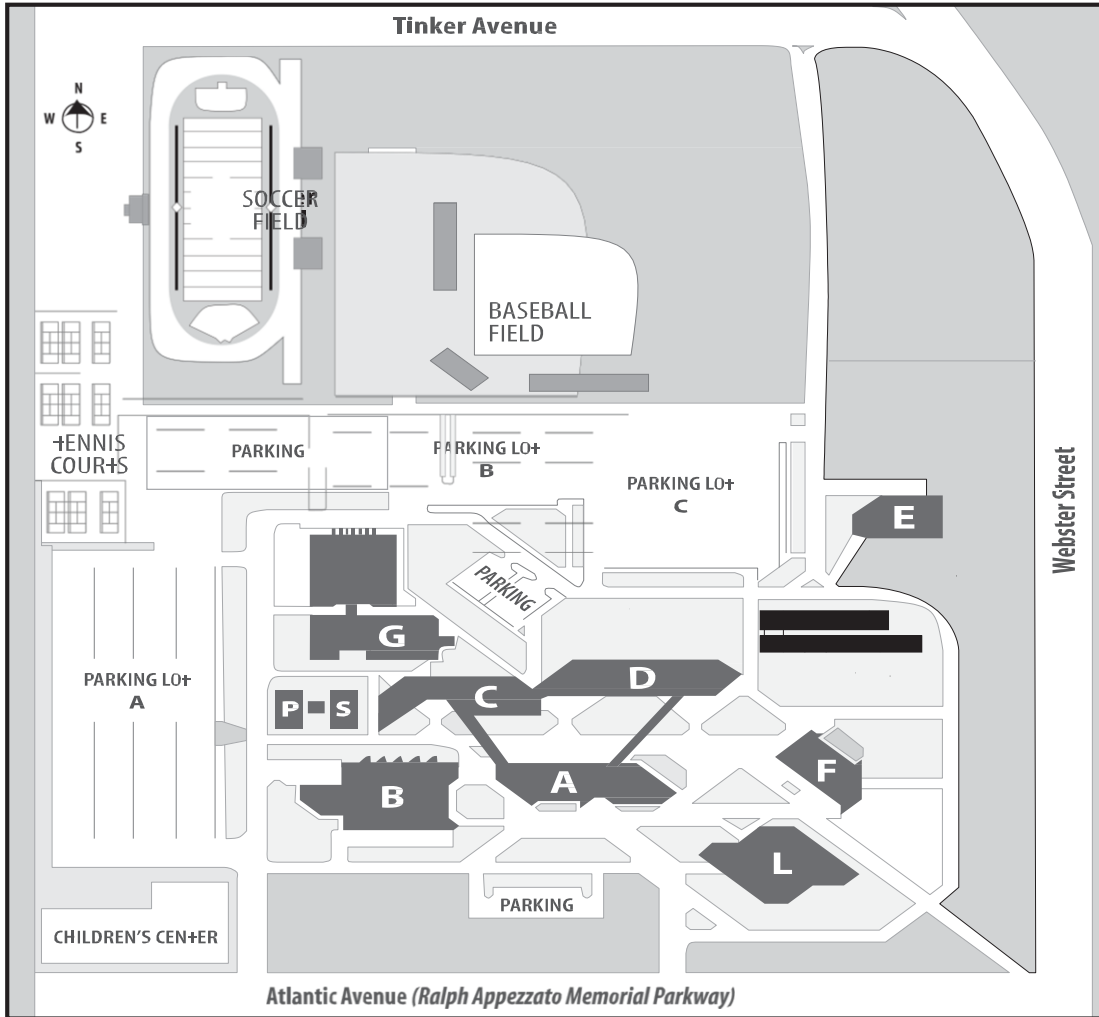
- H. Gypsum Board (Eggshell Acrylic)
  - 1st coat: VNPROO Vinylastic Premium
  - 2nd coat: SPMA30 Suprema
  - 3rd coat: SPMA30 Suprema
  
- I. Plaster (Eggshell Acrylic)
  - 1st coat: UGPROO Eft-Stop Premium
  - 2nd coat:
  - 3rd coat:
  
- J. Acoustic Ceiling Panels (Flat polyvinyl acetate)
  - 1st coat: W615 AcoustiKote
  - 2nd coat: W615 AcoustiKote



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### College of Alameda Campus Map



#### **ADDITIONAL INFORMATION**

The District will not reimburse the RFP Proposers for any costs involved in the preparation and submission of proposals nor to prepare for and attend interviews. This RFP does not obligate the District to award a contract or accept or contract for any expressed or implied services. District reserves the right to reject or accept any and all proposals, and to waive informalities and minor irregularities in any proposal reviewed.

District reserves the right to request any firm submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection of a Selected Vendor, and to modify or alter any of the requirements herein.



## **Peralta Community College District REQUEST FOR PROPSAL 15-16/12**

### **PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A,B AT COLLEGE OF ALAMEDA**

In an attempt to reach an agreed upon contract by both parties, District reserves the right to negotiate with the proposer selected by the committee. If the parties cannot negotiate a contract, District reserves the right to negotiate with other proposers, or make no award of this RFP.

In the event that the proposal guidelines change materially, all Proposers who submit a proposal will be given an opportunity to modify their proposal in the specific areas that are impacted. Further, District may reject any proposal which does not conform to the instructions contained within this RFP.

### **III. Submission Requirements**

Please respond to the following submission requirements clearly and concisely. PCCD will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 7, in the order presented below. Please limit your total response not more than (twenty) **20 pages** (excludes the required attachment forms provided with this RFP).

#### **Submittal Format:**

Responses may not be longer than no more than (twenty) **20 pages** (single side or 10 pages front and back), printed on 8 1/2" x 11" papers and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below. All submitted material must only be bound with one staple in the upper left corner. Please no binders or any other type of spiral binding. Submittals must be able to fit into a 9 x 11 1/2 inch folder.

1. **Company Information/Executive Summary:**

Provide a brief statement of who is authorized to submit the proposals on the behalf of your firm and why your firm is interested in this project. Please make sure that person signs and dates the statement

2. **Letter of Interest:**

Provide a letter of interest/introduction signed by your firm's officer authorized to execute legal documents on the behalf of your firm. Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and FAX numbers, and names and titles of key personnel and a brief history of your company

3. **Statement of Understanding and Project Approach:**

Provide a description of the methodology the firm will use to complete the Scope of Work as detailed in this RFP. Discuss and describe the firm's experience working on similar projects and a provide a statement of the services your firm feels differentiates your firm from others. Describe the methodology for training District staff to ensure proper implementation and monitoring of the ADA Transition Plan. Additionally, as a part of the summary, identify the responsibilities of the District and the responsibilities of the firm.

4. **Qualification and Experience:** Provide a statement of qualification and relevant information about your company's knowledge and experience that qualifies your firm to submit a proposal in response to this RFP. This District must be able to determine if your firm is qualified to provide the requested consulting services. Include at minimum the following:

- A. Provide a statement about each of the "Minimum Qualifications" items (A through E) listed the "Scope of Service" section.



## Peralta Community College District REQUEST FOR PROPSAL 15-16/12

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- B. Provide a statement detailing your firm's ability to provide Site Identifications, Research and Analysis, and Strategy Development and Negotiations strategies for the District.
  - C. Provide a list of all key team members that will be assigned to this project and provide their relevant project experience. If you are partnering with other firms, provide the names of who you are partnering with, and provide their qualifications.
  - D. Provide any professional licenses your team holds and your company (and partners) hold that qualifies your firm for this project.
5. **Client References:** Provide names, addresses and contact information for two (2) current clients and three (3) past clients for whom your firm provided similar services to other Community Colleges, Universities, Public Agencies or Business Organizations, which demonstrates your firm's ability to administer and provide the services described in the RFP. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current, so that the District can contact your listed references.
  6. **Fee:** Include in your proposal your detailed fee structure for performing the Scope of Services outlined in this RFP. Provide any reduced fees offered to governmental entities as well as and what are your standard hourly rates.
  7. **Debarment:** Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.
  8. **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. Does your product or service promote the District's Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District's goal. If your product or service does not directly meet the District's goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District's Environmentally Sustainable Procurement goal.
  9. **Required Forms:** The Vendor must fill out all forms included in the RFP (listed in the attachments section) and return them with your proposal. Failure of the vendor to provide any information requested in the RFP, may result in rejection for non-responsiveness. (These required forms will not count against the 16 page maximum for your response.)

#### **IV. Evaluation Criteria**

The Peralta Community College District must be assured that the responder (vendor) selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Peralta Community College District is unable to assure itself of the responder's ability to perform under the contract, if awarded, the Peralta Community College District has the option of requesting from the responder, any information that the Peralta Community



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College District deems necessary to determine the responder’s capabilities. If such information is required, the responder will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, the District will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights (Points) listed below.

**A. Selection Criteria:**

Submissions will be scored according to the following:

<b>Item</b>	<b>Criteria</b>	<b>Points</b>
1	<u>Company Information/Executive Summary and Letter of Interest</u> (and adherence to the 16 page limit and submission of all required forms). As evidence from your response to items 1 and 7 of Submission Requirements section.	10
2	<u>Qualification and Experience and Debarment</u> Vendor’s qualification and experience in providing real estate consulting services as evidence from your response to items 2 and 5 of Submission Requirements section.	45
3	<u>Client References</u> As evidence from your response to item 3 of Submission Requirements section.	15
4	<u>Fee</u> As evidence from your response to item 4 of Submission Requirements section.	20
5	<u>Environmentally Sustainable Procurement</u> Does your product or service meet the District’s Environmentally Sustainability initiatives? (Item 6 of Submission Requirements section.)	5
6	<u>SLBE</u> Does your company meet the District’s definition of an SLBE or SELBE?	5
	Total	100

**B. Selection Procedure:**

A technical screening committee comprised of PCCD personnel and possibly external members will initially evaluate and score all submissions according to the scoring criteria above. Based on these evaluations and reviews, the top three (3) scoring submissions will be invited for an interview with the Vice Chancellor of General Services.

**C. Compensation:**

Following the selection process fees for services will be negotiated with the qualified individuals or firms and the Peralta Community College District. If an agreement on fees cannot be reached in a timely manner, the District will seek to reach an agreement with the next best qualified Respondent.



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#### **IV. Additional Requirements:**

##### **A. Cost of Participation in Selection Process**

Costs for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to the District.

##### **B. District Rights:**

The District reserves the right to waive any irregularities or required formalities or to amend or cancel, in part or entirety, this RFP if it is in the best interest of the District.

##### **C. Law Compliance**

The Vendor must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local governments which may in any way affect the preparation of proposals or the performance of the contract.

##### **D. Public Records:**

Except for materials exempted from disclosure such as Trade Secrets (as defined in California Civil Code 3426.1) that are specifically marked "Confidential" or "Proprietary", all material submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The District is not liable or responsible for the disclosure of RFP Responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to the RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials.

##### **E. Proposal Considerations**

PCCD has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board's choice of the award.

##### **F. False Statements**

False statements in a proposal will disqualify the proposal.

##### **G. Legal Proceeding Waiver**

The Vendor relationship to PCCD shall be that of independent contractor and not deemed to be agent of PCCD.

##### **H. Taxes**

The Vendor will be responsible for all Federal, State and Local taxes.

##### **I. Grade of Service**

The Vendor must provide professional service and maintain appropriate personnel to provide expedient and courteous service.



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**J. The Vendor's Liability**

The Contractor shall be responsible for any and all damages to the PCCD premises resulting from the negligent acts or willful misconduct of the Contractor agents or employees.

**K. Contract Termination**

PCCD may terminate the agreement with the Vendor on thirty day's notice for the failure of the Vendor to comply with any term(s) of the agreement between PCCD and the Vendor.

**L. Award Consideration**

Award of contract will be based on the information submitted as a result of this RFP and subsequent interviews.

**M. Amendments**

The Peralta Community College District may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The vendor's are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Peralta Community College District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or request for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

**N. Withdrawal or Modification of Offers**

The Vendor may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

**O. Acceptance**

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations.

The District reserves the right to reject any or all offers and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the vendor to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFP may also result in rejection for reasons of non-responsiveness.

**P. Award and Length of Contract**

The Board of Trustees shall not be bound to accept the lowest-quote fee. The Board will award the contract the firm select through the competitive process outlined in this RFP and recommended by the Vice Chancellor of General Service. The qualification list for this RFP will remain active for a period of three years for the submission date

**Q. Representations**

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Vendor's must rely solely on its own independent assessment as the basis for the submission of any offer made.





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**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:** \_\_\_\_\_

\_\_\_\_\_

<b>Firm Name</b>	<b>Telephone</b>
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\_\_\_\_\_

<b>Business Fax</b>	<b>Email Address</b>	<b>Website</b>
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\_\_\_\_\_

<b>Street Address</b>	<b>City/State</b>	<b>Zip Code+ 4®</b>
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\_\_\_\_\_

<b>Mailing Address</b>	<b>City/State</b>	<b>Zip Code + 4®</b>
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**Type of Organization (Check one)** Individual  Partnership  Corporation

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

\_\_\_\_\_

<b>Name of Partners</b>	<b>(I) Indicate (G) General (L)Limited</b>
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\_\_\_\_\_

**Local Address**

\_\_\_\_\_

**Amount of Annual Business**



## Peralta Community College District REQUEST FOR PROPSAL 15-16/12

### PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A,B AT COLLEGE OF ALAMEDA

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
<b>Total #</b>														
<b>% of assets</b>														

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
<b>Total #</b>														
<b>% of assets</b>														

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.



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

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<b>Main Headquarters Office(s) Address/Telephone</b>  (List all as applicable)	1.  2.  3.
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**Total # of Employees** \_\_\_\_\_

<b>Local Office(s) Address/Telephone</b>  (List all as applicable)	1.  2.  3.
--	------------------------

**Total # of Employees** \_\_\_\_\_

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

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:  
[http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP 2 40 Environmental Sustainability Policy FINAL 3-31-08.pdf](http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP%202.40%20Environmental%20Sustainability%20Policy%20FINAL%203-31-08.pdf).

**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: \_\_\_\_\_



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**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.)



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**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 REQUEST FOR PROPSAL 15-16/12**

### **PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A,B AT COLLEGE OF ALAMEDA**

### **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



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- 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.





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**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.

<b>Certification Status</b>	<b>Preference</b>	<b>Preference Claimed (check only one)</b>
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.

RFP Number: \_\_\_\_\_ RFP Name: \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Title



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**NON-COLLUSION AFFIDAVIT**

(To be executed by Proposer and submitted with your proposal)

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: \_\_\_\_\_

## **GENERAL PROVISIONS**

Definition: The words **Contractor** means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

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 contractor's 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 (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event
- (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 8<sup>th</sup> 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. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.
16. **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 REQUEST FOR PROPSAL 15-16/12

### PROVIDE PAINTING SERVICES FOR THE CHILD CARE CENTER AND BUILDINGS E, F, L, A,B AT COLLEGE OF ALAMEDA

#### Acknowledgement and Signature Form

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, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Vendor's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

#### Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFP: \_\_\_\_\_

#### Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services stipulated on this proposal.

Vendor Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Contractor License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**Decline Proposal:**

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_





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