



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS
PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

The Department of Purchasing at Peralta Community College District (District) is hereby requesting statements of qualifications from Architects and/or Architectural firms to provide professional architectural design services and specifications for various capital projects District wide. The Department of General Services (DGS) is looking to create a pool of qualified architects and design professionals to assist the District with various future projects.

Proposal Information

Proposal Description	REQUEST FOR QUALIFICATIONS 15-16/25 PROVIDE ARCHITECTURAL SERVICES AND SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE
Proposal Number	15-16/25
Proposal Issued	March 17, 2016
Department	Department of General Services
Scheduled Publication Dates	March 17, 2016; March 23, 2016
Mandatory Pre- Qualification Meeting	Department of General Services Conference Room, #3 333 East 8th Street Oakland, CA 94606 Thursday, April 7, 2016 at 11:00 AM.
Qualifications Due Date	Thursday, April 28, 2016 at 11:00 AM



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

Instructions for Submitting Proposals

Submittal Address	Peralta Community College District Purchasing Department Attn: Marie Hampton, Director of Purchasing 501 5th Avenue Oakland, CA 94606
Submittal Copies	One (1) Original copy clearly marked "Original" and six (6) Copies marked "copy".
Submittal Envelope Requirements	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"> • Proposal Number and Name of Project • Name of Your Company • Address • Phone Number • Email address
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the vendor.
Project Funding	Measure A & E Bond Funds, Schedule Maintenance Funds & State Funding

Questions about the Proposals

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

Primary Contact	Atheria Smith, Facilities Planning and Development Director Email: atheriasmith@peralta.edu
Question/RFI Due Date	April 13, 2016 at 4:00 PM
Response Date	April 19, 2016



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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 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



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS
PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS
PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

I. Scope of Services:

The Department of General Services (DGS) at the Peralta Community College District (District) is looking to establish a short list of pre-approved architects who will provide architectural design services and specification to assist the District with modernization projects on existing facilities. In your proposal, please present your experience and qualifications that exemplifies you and/or your firms' ability to provide assistance to the District with preparing drawings and specifications for DSA review and approval. These drawings will also be used to conduct a competitive bid process and select a licensed contractor to perform the work.

Basic architectural services for these projects shall include (but not limited too) Schematic Design/Design Development, Bidding, Construction Administration and Project Closeout.

- Schematic Design/Design Development shall also include verifying existing space dimensions; inventory of existing workstations and furniture to remain; attend meetings with the District and designated stakeholders to determine program requirements and approvals for proposed layouts; generate options for conceptual layouts; layouts may include furniture and equipment layout; outline of technical specifications; probable Cost Estimate to establish budget; Code Analysis
- Review final drawings and specifications with District
- Revise Cost Estimate at 98% completion of documents
- Issue package to District for Board Approval
- Assist the District with preparation of bidding package and be available to respond to bidders inquiries
- Construction Administration shall require that the Architect observes the progress of construction, conformance with contract documents & specifications while also responding to contractor's request for information and documentation where necessary. Other standard Construction Administration (CA) phase tasks include (but not limited to) meeting attending meetings with the District and General Contractor at District or on site.
- Review of Submittals for conformance with design intent
- Review and response to GC Requests For Information
- Distribute and coordinate Submittals and RFI's to Civil, MEP and Structural consultants as needed
- Review and approval of General Contractor's Requests for Payment
- Review of general construction progress for conformance to budget and schedule
- Issuance of Clarifications and/or Bulletins
- Generation of project punch-lists



PERALTA COMMUNITY COLLEGE DISTRICT 15-16/25 REQUEST FOR QUALIFICATIONS

PROVIDE ARCHITECTURAL DESIGN SERVICES AND SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE

- Project Closeout
- Assist the District w/ DSA Closeout Procedure (Form 6)

DELIVERABLES shall include (but not limited too)

Architectural

- Site Plan for path of travel
- Demolition Plan
- Floor plan
- Interior Elevations
- Partition Details
- Reflected ceiling plans
- Electrical plans
- Mechanical plans
- Engineering drawing indicating mechanical system modifications as required
- Title 24 documentation
- Specifications

Cost Estimating

- Minimum of two (2) Cost Estimates
- Specifications - Structural
- Partition Details and Electrical Calculations
- Demolition drawings to include lighting, power, data, fire alarm and any other low-voltage systems including disconnecting from unaffected areas surrounding the remodel space
- New plans for all systems including reconnection of existing circuits and pathways through the remodel space
- Fire alarm drawings with cuts, calculations and the listing sheets per DSA
- Title 24 documentation per new 2013 standards

NOTE THE FOLLOWING ADDITIONAL INFORMATION

The District will not reimburse the RFQ Proposers for any costs involved in the preparation and submission of proposals nor to prepare for and attend interviews. This RFQ 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.

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



PERALTA COMMUNITY COLLEGE DISTRICT 15-16/25 REQUEST FOR QUALIFICATIONS

PROVIDE ARCHITECTURAL DESIGN SERVICES AND SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE

contract, District reserves the right to negotiate with other proposers, or make no award of this RFQ.

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 RFQ.

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 (thirty) **30 pages** (excluding the required attachment forms provided with this RFQ).

Submittal Format:

Responses may not be longer than no more than (thirty) **30 pages** (single side or 15 pages front and back), printed on 8 ½" 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 ½ 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 RFQ. Discuss and describe the firm's experience working on similar projects and 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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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 RFQ. 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 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.
 - B. 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 RFQ. 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 RFQ. 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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

9. **Required Forms:** The Vendor must fill out all forms included in the RFQ (listed in the attachments section) and return them with your proposal. Failure of the vendor to provide any information requested in the RFQ, 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 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.

Item	Criteria	Points
1	<u>Company Information/Executive Summary and Letter of Interest</u> (and adherence to the 30 page limit and submission of all required forms). As evidence from your response to items 1 and 7 of Submission Requirements section.	25
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>Environmentally Sustainable Procurement</u> Does your product or service meet the District’s Environmentally Sustainability initiatives? (Item 6 of Submission Requirements section.)	10
5	<u>SLBE</u> Does your company meet the District’s definition of an SLBE or SELBE?	5
	Total	100



PERALTA COMMUNITY COLLEGE DISTRICT 15-16/25 REQUEST FOR QUALIFICATIONS

PROVIDE ARCHITECTURAL DESIGN SERVICES AND SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE

A. Selection Criteria:

Submissions will be scored according to the following:

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.

IV. Additional Requirements:

A. Cost of Participation in Selection Process

Costs for developing responses to this RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ Response deemed exempt from disclosure hereunder, by submitting a response to the RFQ, 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



PERALTA COMMUNITY COLLEGE DISTRICT 15-16/25 REQUEST FOR QUALIFICATIONS

PROVIDE ARCHITECTURAL DESIGN SERVICES AND SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE

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.

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 RFQ and subsequent interviews.

M. Amendments

The Peralta Community College District may, at its sole discretion, issue amendments to this RFQ 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 RFQ by acknowledging the Addendum in the space provided on the RFQ 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 RFQ or as part of the final contract. All questions or request for clarification concerning



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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 RFQ may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFQ 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 RFQ and recommended by the Vice Chancellor of General Service. The qualification list for this RFQ 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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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**

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

Street Address **City/State** **Zip Code**

Mailing Address **City/State** **Zip Code**

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:



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

	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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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.
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Total # of Employees _____

Local Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
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**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

Total # of Employees _____

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

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

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



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

***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.**

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
15-16/25 REQUEST FOR QUALIFICATIONS
PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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
15-16/25 REQUEST FOR QUALIFICATIONS
PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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 15-16/25 REQUEST FOR QUALIFICATIONS

PROVIDE ARCHITECTURAL DESIGN SERVICES AND SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE

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.



PERALTA COMMUNITY COLLEGE DISTRICT 15-16/25 REQUEST FOR QUALIFICATIONS

PROVIDE ARCHITECTURAL DESIGN SERVICES AND SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE

- 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/SELBE 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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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.

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	

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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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.

RFQ Number: _____ RFQ Name: _____

Signed

Date

Printed or typed name

Title



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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: _____



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

(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.



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

(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.

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



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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 RFQ, 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 RFQ: _____

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: _____



**PERALTA COMMUNITY COLLEGE DISTRICT
15-16/25 REQUEST FOR QUALIFICATIONS**

**PROVIDE ARCHITECTURAL DESIGN SERVICES AND
SPECIFICATIONS FOR VARIOUS CAPITAL PROJECTS DISTRICT-WIDE**

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: _____