



Peralta Community College District

REQUEST FOR PROPOSAL

RFP No.: 16-17/21 District-Wide Security Guard Services

The Board of Trustees of the Peralta Community College District (PCCD), Oakland, California, through the Office of Purchasing, is hereby requesting proposals for the above mentioned project.

The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

Proposal Description	District-Wide Security Guard Services
Proposal Type	Security Guard Services
Proposal Number	16-17/21
Proposal Issued	April 7, 2017
Department	Department of General Services
Mandatory Pre-proposal Meeting	April 17, 2017 at 10am – 12:30pm Department of General Services(Conference#1) 333 East 8 th Street Oakland, CA 94606
Scheduled Publication Dates	April 7, 2017 and April 14, 2017
Proposal Due Date	April 21, 2017 at 1:00 P.M.

Instructions for Submitting Proposals

Submittal Address	Peralta Community College District Purchasing Department Attn: Nicanor Custodio Jr 501 5 th Avenue Oakland, CA 94606
Submittal Copies	One (1) Original copy clearly marked "Original" and four (4) 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 • 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.

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Available	Location
Yes	Peralta Community College District Purchasing Department 501 5 th Avenue Oakland, CA 94606 Monday through Friday 8:30 AM to 4:00 PM (510) 466-7225
Yes	Website: www.peralta.edu Click "District Office", then click "Purchasing" and then click "List of Current RFPs/Bids" to download the bid packet.

Questions about the Proposal

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

Primary Contact	Nicanor Custodio Jr Fax: (510) 587-7873 Email: ncustodio@peralta.edu
Question/RFI Due Date	April 18, 2017 Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	April 19, 2017 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective bidders, and placed on the District's website. Proposer who did not receive a copy of the addendum should download it from the District's website. See "How to Obtain Proposal Documents" section for our web address. All addendums must be acknowledged on the RFP Acknowledgement and Signature form.

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.

Dr. Sadiq Ikharo, Vice Chancellor of DGS/Purchasing

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Attachments:

Title		Must Be Returned with Proposal
1	Vendor Questionnaire and Certificate by Compliance	Yes
2	Certificate Regarding Workers' Compensation	Yes
3	Statement of Equal Employment Opportunity	Yes
4	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	
5	SLBE/SELBE Self Certification Affidavit	Yes, If applicable
6	Non-Collusion Affidavit	Yes
7	General Provisions	
8	RFP Acknowledgement and Signature Form	Yes
9	PCCD Proposal Worksheet	Yes
10	Scope of Services	Yes



Peralta Community College District

VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

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

Date _____

Firm Name _____

Telephone _____

Business Fax _____

Email Address _____

Website _____

Street Address _____

City/State _____

Zip Code+ 4® _____

Mailing Address _____

City/State _____

Zip Code + 4® _____

Type of Organization (Check one) Individual Partnership Corporation

Name of Owner(s) _____

State of Incorporation (if applicable) _____

Name of Partners _____

(I) Indicate (G) General (L) Limited _____

Local Address _____

Amount of Annual Business _____

The District is identifying vendor ownership as follows:

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

The District is identifying vendor workforce as follows:

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

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

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

Total # of Employees _____

Local Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
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Total # of Employees _____

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

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all subcontractors to do the same.

Contractor

By: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)



Peralta Community College District

Statement of Equal Employment Opportunity

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

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

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

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

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

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

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

BY: _____
Date

Print Name



Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed \$50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District's Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed \$50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is **not** Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District's definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.
2. The Subcontractors must provide a Commercially Useful Function.
3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/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 contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.



Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

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

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

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
 - a) Refusal to certify the award of a contract
 - b) Suspension of a contract
 - c) Withholding of funds
 - d) Revision of a contract for material breach of contract
 - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

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

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

Bid Number: _____ Bid Name: _____

Signed Date

Printed or typed name Title

Name of Company Telephone Fax



Peralta Community College District

NON-COLLUSION AFFIDAVIT

(To be executed by Vendor and submitted with the Proposal)

16-17/21 District-Wide Security Guard Services

State of California, County of _____

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

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

Date: _____ Signature: _____

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 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 specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

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

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

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

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

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

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

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

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

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

18. **LIVING WAGE COMPLIANCE:** In Compliance to the City of Oakland Ordinance No. 12050; The Peralta Community College District is required for vendors doing business within the District to comply with this local law; "Payment of Living Wage" to its employees.

End of Section



Peralta Community College District

RFP Acknowledgement and Signature Form

16-17/21 District-Wide Security Guard Services

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Bidder'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: _____

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: _____

Proposal Worksheet

RFP NO.: 16-17/21 District-Wide Security Guard Services

The Proposal worksheet should contain the hourly fee to be charged per each unarmed security officer. The worksheet must include a maximum fee for periods of one-year, two-year and three-year contract as outlined below:

Proposal Elements

POSITION	FISCAL YEAR #1 2017-18 BILL RATE	FISCAL YEAR #2 2018-19 BILL RATE	FISCAL YEAR #3 2019-20 BILL RATE
SECURITY OFFICER			
SITE SUPERVISOR			
NIGHT-SHIFT DIFFERENTIAL			
ROVING SUPERVISOR WITH VEHICLE			
Overtime			
Holiday			

Agreement Terms

1. The Board of Trustees reserves the right to award to other than the lowest bidder. The Board will award a one-year contract with an option to renew annually, not to exceed a total period of 3 years (at the cost quoted in this proposal).
2. If awarded the contract, the undersigned hereby agrees to sign said contract and furnish the necessary Payment Bond, Performance Bond (if required), and Certificate of Insurance within 10 calendar days after the Notice of the Award of this contract and agrees to commence work within 10 calendar days after the Notice to Proceed is issued by the District.
3. 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 the District.
4. The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omission on the part of the undersigned in making up this proposal.

Vendor Contact Name: _____ Initials: _____

RFP NO.: 16/17/21 District-Wide Security Guard Services
SCOPE OF SERVICES

1. The awarded firm shall provide comprehensive security services at Berkeley City College, District Administrative, Laney College, College of Alameda, and Merritt College
 - A. Bidder is requested to submit bid based on the instructions contained herein and in accordance with the instructions supplied in the following specifications.
 - B. Security personnel will be expected to patrol the campus at the above location unarmed with a two-way communication radio and work with Peralta Police Dispatch Center.
 - C. **Security personnel will be required on Monday through Friday from 7:00 A.M. to 11:00 P.M. at Berkeley City College.**
 - D. **Security personnel will be required on Saturday from 7:00 A.M. to 6:30 P.M. at Berkeley City College.**
 - E. Security Services will be required on Saturdays and Sundays from **7:00 A.M. until 11:00 P.M. at the College of Alameda, Merritt College, Laney College, and the District Administrative Center.**
 - F. **Security Personnel is required for "Grave Yard" shift on Monday through Sunday from 11:00 P.M. until 7:00 A.M. for Laney College ONLY.**
 - G. **Security Services is needed at Merritt College, Laney College, and College of Alameda including District Administration Center for ALL HOLIDAYS.**

Below is a list of officers needed in each day's shift, at each location.

Berkeley City College (Berkeley, CA)

QTY	POSITION	DAY(S)	TIME
1	Site Supervisor	Monday-Friday	7am-3pm
1	Officer	Monday-Friday	7am-3pm
2	Officers	Monday-Friday	3pm-11pm
2	Officers	Saturday	7am-6:30pm

Berkeley City College Annex (Berkeley, CA)

QTY	POSITION	DAY(S)	TIME
1	Officer	Monday-Friday	8am-4pm
1	Officer	Monday-Friday	4pm-10pm

Laney College (Oakland, CA)

QTY	POSITION	DAY(S)	TIME
1	Officer	Saturday-Sunday	7am-3pm
1	Officer	Saturday-Sunday	3pm-11pm
2	Officers	Monday-Sunday	11pm-7am

Merritt College (Oakland, CA)

QTY	POSITION	DAY(S)	TIME
1	Officer	Saturday-Sunday	7am-3pm
1	Officer	Saturday-Sunday	3pm-11pm

College of Alameda (Alameda, CA)

QTY	POSITION	DAY(S)	TIME
1	Officer	Saturday-Sunday	7am-3pm
1	Officer	Saturday-Sunday	3pm-11pm

PCCD Roving Supervisor with vehicle

QTY	POSITION	DAY(S)	TIME
1	Officer	Saturday-Sunday	7am-3pm
1	Officer	Saturday-Sunday	3pm-11pm

- H. Security Services will be needed on Peralta Community College District holidays (14) days when District Sherriff are not on duty.
- I. The security company shall provide equipment and all necessary labor during the time indicated. The security company shall provide additional security services for special assignments or events as requested.
- J. The security company is to provide a uniform for their security personnel including a bright yellow wind breaker jacket to all security personnel with the word "Security" boldly imprinted on the wind breaker.
- K. The security company will be responsible for maintaining a pool of substitutions and/or reserve of security personnel.
- L. The security company will be responsible for training and monitoring the performance of their security personnel.
- M. The security company is responsible for billing Peralta College District for actual services provided. The District reserves the right to verify hours and billing details.
- N. The security company will specify what hours and/or what days are considered STANDARD RATES and what hours of what days, holidays and other considerations are subject to OVERTIME also, please identify your holiday schedules.
- O. PCCD may, during the quotation period, advise the bidders in writing of additions, omissions or changes to the specifications. All such changes will be included in the proposal and will become part of the specifications as originally submitted.
- P. PCCD reserves the right to reject any and all proposals, or parts thereof, and to award the contract to the Service Provider whose response is most advantageous and complete to PCCD. False, incomplete, or unresponsive statements in connections with a proposal submittal may be sufficient cause for rejection. PCCD will be the sole judge in making such determinations.
- Q. The security company will thoroughly examine and be familiar with the specifications. The failure of such in no way relieves any security company from any obligation with respect to the security company's offer or to the contract. PCCD will take the submission of a response to this proposal as evidence of compliance with this principle.
- R. The security company will list all services and requirements necessary to perform this work as requested and all associated trade(s). Services not quoted will be assumed to be free of charge.
All bidders must specify which services, if any, they cannot provide as requested per the proposal requirements.
- S. All quoted pricing will remain in effect for the length of the contract. Any changes to the contract pricing must be submitted in writing thirty days prior to the expiration of the contract and be agreed to and, signed by both parties.

- T. The District does not require that the successful vendor be a member of SEIU Local 24/7
- U. The District does not require the successful vendor to pay SEIU Local 24/7 pay rates or provide or certain type of benefits with regard to this service.

SECURITY PERSONNEL WILL BE RESPONSIBLE FOR:

1. Ensuring main doors are opened and disarmed.
2. Classrooms are opened as needed.
3. Providing access to equipment as requested.
4. Providing Student/Visitor Information.
5. Patrolling Building.
6. Providing escort service to parking lot as needed.
7. Shall wear uniforms provided by the security company.
8. Shall maintain log and report all criminal activity to the appropriate law enforcement agencies.
9. Shall be solely responsible for providing training in the appropriate response to unsafe conditions, emergency situations and/or criminal activity.
10. Shall be solely responsible for securing the building in the event of damage and destruction, such as broken windows. The security company will provide security services until an administrator/designee arrives to secure property.

2. AWARD OF CONTRACT

- A. A formal purchase order will be executed between parties before commencement of performance. Contracts will be awarded upon the following conditions:
 - 1) Cost Covered by Contract Price
The Security Company will furnish all the materials; equipment, labor and supervision needed to fulfill the contract
 - 2) Termination
PCCD reserves the right to terminate the contract with 30 day written notification if it deems the successful Security Company is not performing the work to their satisfaction. In the event of such termination, PCCD will arrange for the completion of the work in such a manner, as it may deem necessary. The successful Security Company will provide PCCD with a 30 day written notification before terminating their contract.
 - 3) Changes
PCCD reserves the right, at any time upon written notice, to make changes in the specifications governing the contract. Any resulting increase or decrease in costs will be adjusted by mutual agreement between the Security Company and PCCD.

B. Award and Length of Contract

The Board of Trustees shall not be bound to accept the lowest-quote fee. The Board will award a one-year contract effective on or around July 01, 2013 through June 30, 2017. PCCD will have the option to issue a one year annual renewable contract not to exceed a total period of 3 years (at the costs quoted in this proposal).

C. Award of Contract

The recommendation to award the contract will be presented to the Peralta Community College District Board of Trustees at their regular meeting scheduled on June 25, 2013.

3. BIDDERS' RESPONSIBILITIES

A. In connection with the security service, the successful bidder will be responsible for the following:

1) PERMITS, FRANCHISES, LICENSES OR OTHER LAWFUL AUTHORITY

The successful bidder, at his own expense, is to obtain and maintain any necessary permits, franchises, licenses or other lawful authority required for affecting the services to be performed under this contract.

4. UNION JURISDICTION AND TRADES HARMONY

A. The successful bidder will acquaint him with the premises in relation to the use of trades to insure there are no jurisdiction dispute and/or work stoppage. The successful bidder will guarantee work will be complete despite union/trades disputes within his own company.

5. INDEMNITY AGREEMENT

A. The successful bidder agrees to and does hereby indemnify, save and hold harmless owner, its officers, directors, employees, agents, successors and assignee from and against any and all claims, liabilities, injuries, damages, lawsuits, cost or expenses (including reasonable attorney's fees), of whatever kind and nature, whether for death, personal injury, property damage or otherwise, arising out of or by omission of the contractor, its subcontractors or the officers, employees or agents of either or any of them. Owner will have the right to defend its own interest in connection with any such claims, liabilities, injuries, damages, lawsuits, costs, or expenses and election of owner so to defend its own interest will in no way relieve contractors of its obligations under this paragraph.

Without limiting foregoing obligations of contractor, it is understood that foregoing paragraphs will not be effective to relieve owner of liability arising solely out of its negligence or that of its officers, employees or agents.

6. BASIS FOR AWARD

The criteria used to evaluate this proposal are as follows:

Weighted Criteria

- 1. Price 60%
- 2. Experience & Qualifications. 20%
- 3. Equipment & Manpower Resources 5%

- 4. SLBE/SELBE. 5%
- 5. Favorable references.....10%

Total Weighted Criteria 100%

7. STATEMENT OF QUALIFICATIONS

1. References

List five references that can attest to the quality and responsiveness of the firm’s services. References shall be from persons or firms’ to whom the firm provided services within the last five years.

2. Other

Other information that better describes the attributes of your firm

8. TIMELINE FOR IMPLEMENTATION

The successful vendor must be able to accomplish the Scope of Work listed in this proposal according to the following timeline.

First Announcement.....	April 7, 2017
Second Announcement.....	April 14, 2017
Pre-bid Meeting and bid walk.....	April 17, 2017
Response Due.....	April 21, 2017
District Review and Recommendation.....	TBD
Board Approval.....	TBD

Prior to contract award, 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.



Peralta Community College District

PCCD Holiday

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve - observance
Christmas Day - observance
Holiday Closures
New Year's Eve - observance
New Year's Day - observance
Dr. Martin Luther King, Jr. Day
Lincoln's Birthday Day - observance
Washington's Birthday - observance
Cesar Chavez Day - observance
Malcolm X Birthday – observance
Memorial Day