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

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

### Proposal Information

<table>
<thead>
<tr>
<th>Proposal Description</th>
<th>Emergency Notification System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Type</td>
<td>Goods and Services (Hardware, software, and services)</td>
</tr>
<tr>
<td>Proposal Number</td>
<td>14-15/08</td>
</tr>
<tr>
<td>Proposal Issued</td>
<td>November 25, 2014</td>
</tr>
<tr>
<td>Department</td>
<td>Department of General Services</td>
</tr>
<tr>
<td>Scheduled Publication Dates</td>
<td>November 25, 2014</td>
</tr>
<tr>
<td></td>
<td>December 2, 2014</td>
</tr>
<tr>
<td>Mandatory Site Visit Date</td>
<td>December 3, 2014 9:00am</td>
</tr>
<tr>
<td></td>
<td>at Peralta Community College District</td>
</tr>
<tr>
<td></td>
<td>Department of General Services Conference Room</td>
</tr>
<tr>
<td></td>
<td>333 East 8th Street</td>
</tr>
<tr>
<td></td>
<td>Oakland, CA 94606</td>
</tr>
</tbody>
</table>

**Project Duration** 180 days

This project is to be completed within the above number of calendar days from the date that the District issues a Notice to Proceed.

**Liquidated Damages** $200 per day

The Contractor agrees to pay the District the above amount per calendar day in the event that the Contractor fails to complete the Contract within the Project Duration indicated above.

**Proposal Due Date** December 17, 2014 11:00am
## Instructions for Submitting Proposals

| Submittal Address                  | Peralta Community College District Purchasing Department  
|                                 | Attn: John Hiebert  
|                                 | 501 5th Avenue  
|                                 | Oakland, CA 94606 |

| Submittal Copies                  | One (1) Original copy clearly marked “Original” and five (5) Copies marked “copy”. |

| Submittal Envelope Requirements   | Proposal must be sealed and have the following information clearly marked and visible on the outside of the envelope:  
|                                 | • Proposal Number and Name of Project  
|                                 | • Name of Your Company  
|                                 | • Address  
|                                 | • Phone Number |

| Late Submittals                  | Proposals received after the time and date stated above shall be returned unopened to the vendor. |

### Questions about the Request for Proposals

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

| Primary Contact                  | John Hiebert  
|                                 | Email: jhiebert@peralta.edu |
| Question/RFI Due Date            | December 9, 2014 at 4:00pm |
| Response Date                    | December 12, 2014 |

### 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  
Request for Proposal 14-15/08  
Emergency Notification System  

Table of Contents  

I. Project Overview  
II. Scope of Services  
III. General Information  
IV. Proposal Format and Content  
V. Evaluation Criteria  
VI. Additional Requirements  

Attachments:  

<table>
<thead>
<tr>
<th>Title</th>
<th>Must Be Returned with Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Vendor Questionnaire and Certificate by Compliance</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Environmentally Sustainable Procurement</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Certificate Regarding Workers’ Compensation</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Small Local Business Enterprise/Small Emerging Local Business Enterprise Program</td>
<td>No</td>
</tr>
<tr>
<td>6 SLBE/SELBE Self Certification Affidavit</td>
<td>Yes, If applicable</td>
</tr>
<tr>
<td>7 Non-Collusion Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>8 General Provisions</td>
<td>No</td>
</tr>
<tr>
<td>9 Acknowledgement and Signature Form</td>
<td>Yes</td>
</tr>
<tr>
<td>10 Exhibit A – Mandatory requirements</td>
<td>Yes</td>
</tr>
<tr>
<td>11 Exhibit B – Preferred requirements</td>
<td>Yes</td>
</tr>
<tr>
<td>12 Exhibit C – Support Services</td>
<td>Yes</td>
</tr>
<tr>
<td>13 Exhibit D – Pricing Matrix</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Peralta Community College District  
Request for Proposal 14-15/08  
Emergency Notification System

1. Project Overview

1. GENERAL PURPOSE AND SCOPE OF RFP

The Peralta Community College District (PCCD) is seeking proposals for fully hosted, at PCCD, or hybrid delivery models of an Emergency Notification System (herein referred to as "ENS") for the PCCD four (4) colleges and District Administrative Center. The ENS shall be an automated, robust, interactive, reliable high-speed notification system that will be used to notify PCCD students, faculty, staff, and visitors of emergency incidents rapidly and enable them to respond quickly and safely to any emergency incidents with the objective of distributing information to anyone, anywhere, anytime, on any device at each PCCD location. The goal of the ENS is to:

- Improve safety and security
- Protect student and staff
- Speed – deliver emergency messages instantly
- Perform reliably
- Provide integration and supportability
- Reduce tasks

The District is requesting pricing and warranty offerings for the following solution types and deployment models:

- Off-premise and on-premise servers
- Off-premise software (Software as a Service) - hosted/shared
- Data to be owned by the District in both models.

Proposers may include proposals for all options. Proposers must provide detailed description of pricing models for on-premise and/or off-premise (cloud-based) configurations.

1.1 About the District

The Peralta Community College District is a two-year college system, dedicated to providing comprehensive educational and community services to the communities it serves, including the cities of Albany, Alameda, Berkeley, Emeryville, Oakland and Piedmont California. The District enrolls over 25,000 students in a broad range of transfer and occupational curricula. The colleges in the District include College of Alameda, Laney College, Merritt College and Berkeley City College, which operate under the governance of a seven-member Board of Trustees and are administered by a Chancellor/Superintendent.

1.2 Locations

Berkeley City College  
2050 Center Street  
Berkeley, CA 94704

Laney College  
900 Fallon Street  
Oakland, CA 94607

Merritt College  
12500 Campus Drive  
Oakland, CA 94619

College of Alameda  
555 Ralph Appezzato Memorial Parkway  
Alameda, CA 94501
  - COA - Air School  
  970 Harbor Bay Parkway  
  Alameda, CA 94614
  - 860 Atlantic Avenue  
  Alameda, CA 994501

District Administrative Center  
333 East 8th Street  
Oakland, CA 94606
1.3  Mission Statement

The mission of the District is to provide educational leadership for the East Bay, delivering programs and services that sustainably enhance the region’s human, economic, environmental, and social development. We empower our students to achieve their highest aspirations. We develop leaders who create opportunities and transform lives. Together with our partners, we provide our diverse students and communities with equitable access to the educational resources, experiences, and life-long opportunities to meet and exceed their goals.

1.4  Full-Time Equivalent Students (FTES)

FTES for the 2013-14 and 2014-15 are listed below.

<table>
<thead>
<tr>
<th>PCCD Annual FTE Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2013-14</strong> School Year</td>
</tr>
<tr>
<td>18,500</td>
</tr>
<tr>
<td><strong>2014-15</strong> School Year</td>
</tr>
<tr>
<td>19,050</td>
</tr>
</tbody>
</table>

II.  Scope of Services

2.1  Scope

The PCCD Emergency Notification System (ENS) must be fully networked, large-scale enterprise solution that is highly flexible and scalable and that allows for growth as requirements change over time. The ENS must be designed to support all PCCD Districtwide administrators, staff, faculty, students, guests, (parties); classrooms, facilities both on or off site prior to, during and after crisis or emergency. The system must be available to initiate and deliver notifications 24 hours a day, 7 days a week, 365 days a year. The PCCD ENS must be delivered:

- In-the-building
- Out-of-the-building
- On-campus Off Campus Targeted recipients

The ENS must be an Open Architecture System allowing for Application Programming Interfaces (API’s) to bridge different technologies. It must be easy to use, open standards based, interoperable between different providers that can communicate across emergency communication networks. The system must accept output from the PeopleSoft database as well as the Campus Solution Module alleviating the need for data entry. The PCCD ENS system shall be designed to support the following:

A.  Districtwide
   1.  Disseminate Districtwide emergency information
   2.  Reduce costs and increase administrative efficiency
B. Campus-wide
   1. Security/Safety: emergency communications and instruction, lockdowns or evacuations (virtually automated procedure) conditions associated with natural, technological and manmade disasters such as:
      - Fire
      - Earthquake
      - Severe weather-related
      - Active Shooter incidents
      - HazMat (hazardous materials, dangerous goods)
      - Power outages

C. Instant Messaging/Paging
   1. Instant messages and paging, updates and alerts shall be easily disseminated to PCCD parties instantly.
   2. Ensures parties are up-to-date with latest emergency information.

III. General Information

3.1 Mandatory Pre-Proposal Conference

Attendance at a Mandatory Pre-Proposal Conference is required to provide all proposers with the opportunity to better understand the intent and scope of this RFP. It will be conducted at:

Peralta Community College District
Department of General Services
333 East 8th Street
Oakland, CA 94606

During the Pre-Proposal Conference, the District will provide an overview of its RFP intent and process. No information communicated verbally shall be binding upon the District unless confirmed by written addendum to the RFP. The pre-proposal conference may be recorded.

Proposers who do not attend this Mandatory Pre-Proposal Conference shall not be allowed to submit proposals to this RFP.

3.2 RIGHTS IN DATA

All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the District.
During the term of this Agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.

3.2 PROTECTION OF PROPRIETARY AND CONFIDENTIAL INFORMATION.

The District's Proprietary and Confidential Information are defined as identifiable student records and data, including but not limited to, financial information transacted through this agreement. The Contractor is authorized in performing the services set forth in Section 1 to use PCCD's proprietary and confidential information provided that:

A. The Contractor acquires only the right to use the Proprietary and Confidential Information for the purposes of carrying out its obligations pursuant to this Agreement and does not acquire any ownership rights or title in or to the Proprietary and Confidential Information of PCCD.

B. The Contractor agrees to take all reasonable steps and the same protective precautions to protect the Proprietary and Confidential Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Proprietary and Confidential Information of the other party in any form to any person, except to its bona fide employees, officers, directors, or third parties whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary and Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this section with respect to the Proprietary and Confidential Information.

C. The Contractor accepts full responsibility for the acts or omissions of its employees, officers and agents with respect to Proprietary and Confidential Information; and Contractor shall defend, indemnify and hold harmless PCCD, its Board of Trustees, officers, employees and agents against any and all losses or damages suffered by PCCD arising from and/or in connection with any breach of confidentiality or inappropriate use of any proprietary and confidential information.

3.3 ACCESSIBILITY REQUIREMENTS FOR ELECTRONIC OR INFORMATION TECHNOLOGY

The Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Contractor agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Contractor further agrees to indemnify and hold harmless the District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.”

Page 7 of 13
IV. Proposal Format and Content

4.1 General

The proposal should provide a straightforward, concise description of the proposer’s ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. This RFP and the vendor’s successful proposal response will become a part of any contract that is executed as a result of this RFP. Any proposal attachments, documents, letters, video-taped scripted demonstrations and materials submitted by the proposer shall be binding and will be included as part of any final contract. Promotional material will not be considered in awarding a contract and should not be included.

4.2 Proposal Content

The District is requesting proposals for Emergency Notification System and the implementation services needed to support the proposed notification system. Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal and subsequent evaluation process:

- Elaborate proposals in the form of brochures or other presentation materials beyond that necessary to present a complete and effective proposal are not desired and should not be included and will not be evaluated.

- The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.

- Any materials that a vendor feels are needed to provide clarity to their proposal should be included as appendices in their proposal.

The following pages describe the Response Format for each section. Vendors MUST respond as requested. Any deviation from this defined format may cause the vendor's proposal to be non-responsive, causing the proposal to be rejected. For example, the PCCD pricing spreadsheet included with this RFP must be the only pricing documents that are delivered by the Proposer and they must comply with the District’s formatting directions. Providing this information within the any document other than the Pricing Proposal or within a PDF or a copy protected spreadsheet would constitute a breach of response format, causing the vendor’s entire response to be considered non-responsive.

Response Format: Section 1: Functional and Technical Requirements

Part A – Technical and Functional Proposal

The following documents comprise the functional/technical proposal:

1. Response to the Functional and Technical Requirements in Exhibit A - Mandatory Requirements
A set of Mandatory Requirements has been established and provided in the exhibit. ALL PROPOSALS MUST COMPLY WITH ALL MANDATORY REQUIREMENTS FOR THE PROPOSAL TO BE DEEMED RESPONSIVE.

2. Response to Exhibit B: Preferred Requirements

A set of Preferred Requirements has been established and provided in the Exhibit B.

3. Response to Exhibit C: Support Services

Vendors are required to indicate how their service will be implemented at PCCD. Vendors will be responsible for configuring their system. If any additional integration with PeopleSoft HR and CS Modules may be necessary, then this effort needs to be described.

4. Response to Exhibit D: Pricing Matrix

5. References:

A. The Proposer must provide a minimum of three (3) references organization to validate a minimum of five (5) years of experience in providing clients with its fully-hosted Application Service Provider (ASP) including integration with an ERP. Higher education references are preferred. Briefly summarize your firm's experience and relate its relevance to the proposed project in terms of technical scope, tasks involved, deliverable products, etc. (Do not include an extensive list of projects that are not relevant to this project.) For each project include the following:

- Project name
- Name and address of client
- Client contact person (name, position, e-mail address, current phone number)
- Implementation date
- Description of services provided
- Contract amount
- Status and comments

B. PCCD may use a commercial on-line survey to check references; please ensure that your identified references are aware of this and non-responses will not be considered as a reference.

C. PCCD reserves the right to contact other users of the Vendor's Service, and include their responses as part of the evaluation. Failure to provide references for review by PCCD as part of its evaluation process may eliminate the respondent from further consideration.

Provider must state the company's core competencies for selection.

D. The Proposer must provide evidence of actual experience in successful call delivery during times of highly impacted capacity (e.g. hurricane, flood, tornado, ice or snow storm).

E. The Proposer must document how their support staff is hired, educated, and trained to support the specific needs of higher education institutions and assurance that background checks have been conducted.

F. The Proposer must provide assurance of financial stability. Upon notice of intent to award, if requested, the Proposer may be asked to supply audited financial statements.
Part B – Pricing Proposal

1. Pricing Instructions

The District is requesting pricing and warranty offerings for the two deployment models: Cloud and Hybrid, using the PCCD Full Time Equivalent Students (FTES) numbers as reported by the California Community Colleges Chancellor’s Office (CCCCO), a pricing model used by PCCD.

A. External hosted (cloud-based) environment

B. Hybrid of both internal and external hosted environment

Proposers may include proposals for both options with detailed description of pricing models for both on-premise and/or off-premise (cloud-based) configurations.

The Proposer shall provide an itemized list of all costs related to the implementation of proposed solutions for a fully-functional system that incorporates all the requirements described in this RFP. Pricing shall include 3-year contract with additional annual option. It must include (but not limited to) all system software, communications, project management, implementation/installation, integration, maintenance, training, and documentation. The pricing models for COMPLETE working ENS shall include:

- FTES (as reported by CCCCO)
- Data Connection from PCCD PeopleSoft HCM/CS
- Testing to verify performance – Quarterly each year

The Proposer shall include a listing of all assumptions and exceptions from PCCD.

Please complete PCCD Pricing Matrix (Exhibit D)

NOTE: The District reserves the right to ask for additional clarification information regarding pricing. Additionally, the District reserves the right to use information it has learned during this procurement process to refine its needs and request new pricing information for any vendors who remain in the procurement process at that point in time.

C. Mail or hand deliver proposals to this Address (see cover page). Proposals submitted via fax, telephone or e-mail will not be accepted. If hand-delivered, ample time should be allowed for delays caused by traffic.

D. Proposer assumes full and sole responsibility for timely receipt of its proposal and the proposal security. Any proposal received after the stated deadline, may, at the sole discretion of the District, be returned without consideration. Delays in the mail service or any other delivery method shall not be considered a valid excuse for late proposals. Late proposals will only be considered in the event that a selection cannot be made from timely proposals.

All proposals must be firm offers subject to acceptance by District and may not be withdrawn for a period of ONE YEAR following the last day to submit proposals. All pricing must be held firm for a period of one year after the submission date of this RFP and vendors must commit to this period in their cover letter. Proposals may not be amended once submitted to District, except as permitted by District.
V. Evaluation Criteria

A. Selection Criteria:
Submissions will be scored according to the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical Qualifications and Implementation Approach</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>General Company Qualifications, Financials, Higher Education Experience, References</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Project Manager Led Scripted Demonstration to validate responses</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Cost Proposal (software and licensing, services, annual support, training, maintenance, renewal fees, etc.)</td>
<td>30</td>
</tr>
<tr>
<td>5</td>
<td>Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

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 may be invited for an interview with the Vice Chancellor of General Services.

Award will be based on best value, not necessarily lowest price.

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.

VI. Additional Requirements:

A. Cost of Participation in Selection Process
Costs for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to the District.

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

C. Law Compliance
The Vendor must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local governments which may in any way affect the preparation of proposals or the performance of the contract.
D. Public Records:
Except for materials exempted from disclosure such as Trade Secrets (as defined in California Civil Code 3426.1) that are specifically marked “Confidential” or “Proprietary”, all material submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The District is not liable or responsible for the disclosure of RFP Responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to the RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials.

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

F. False Statements
False statements in a proposal will disqualify the proposal.

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

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

I. Grade of Service
The Vendor must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

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 days notice for the failure of the Vendor to comply with any term(s) of the agreement between PCCD and the Vendor.

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

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

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

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

P. Award and Length of Contract
The Board of Trustees shall not be bound to accept the lowest-quote fee. The Board will award the contract the firm select through the competitive process outlined in this RFP and recommended by the Vice Chancellor of General Service.

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.
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: _____________________

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Fax</th>
<th>Email Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City/ State</th>
<th>Zip Code+ 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City/ State</th>
<th>Zip Code + 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
# Request for Proposal 14-15/08

## Emergency Notification System

**The District is identifying vendor ownership as follows:**

<table>
<thead>
<tr>
<th>Total #</th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino (other than Mexican or Mexican-American)</th>
<th>Mexican or Mexican-American</th>
<th>Native-American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**The District is identifying vendor workforce as follows:**

<table>
<thead>
<tr>
<th>Total #</th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino (other than Mexican or Mexican-American)</th>
<th>Mexican or Mexican-American</th>
<th>Native-American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

What are you interested in providing the District? (e.g., construction, consulting, goods or services).
## Main Headquarters Office(s)
**Address/Telephone**

| 1. | 2. | 3. |

**Total # of Employees ______**

## Local Office(s)
**Address/Telephone**

| 1. | 2. | 3. |

**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+4®)

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

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

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

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

Definitions:

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

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

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

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the
• District's market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

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

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

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

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

RFP Number: ____________________ RFP Name: ____________________

Signed ___________________________ Date ___________________________

Printed or typed name ___________________________ Title ___________________________
NON-COLLUSION AFFIDAVIT

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

State of California, County of ______________________

(Name) ____________________________________________, being first duly sworn, deposes and

says that he or she is (title)______________________ of

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

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

Date: ____________________ Signature: ____________________________________________
GENERAL PROVISIONS

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

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

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

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

4. INSURANCE: With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:
   
   (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
   
   (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence and $2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.
   
   (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
   
   (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

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

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

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

(e) **Professional Liability (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than $1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

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

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

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

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

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

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

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:
Peralta Community College District
Request for Proposal 14-15/08
Emergency Notification System

DISTRCT:

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 whom 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.

**End of Section**
Acknowledgement and Signature Form

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Vendor’s Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

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

Acknowledgement and Signature:

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

Vendor Name: ____________________ Title: _____________________________

Contact Person: _____________________________

Address: _____________________________

Telephone: _____________________________ Fax: _____________________________

Contractor License #: ____________________ Expiration Date: ____________________

Federal Tax Identification Number: ___________________________

Authorized Signature: _____________________________ Date: _________________
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:_________
Peralta Community College District  
Request for Proposal 14-15/08  
Emergency Notification System

EXHIBIT A: MANDATORY REQUIREMENTS

The Proposer must provide a narrative description of services and processes being proposed. The Proposer is required to provide a statement addressing ability to meet each of the required services by number. Please indicate that “Yes” a service can be provided and provide details regarding how that service is provided, if appropriate; or indicate “No” that a service cannot be provided. If a service can be provided at an additional cost that should be clearly indicated. If a service can be partially provided, that should be specifically stated and the part of the service that can and cannot be provided be clearly defined.

<table>
<thead>
<tr>
<th>EXHIBIT A - MANDATORY REQUIREMENTS - TABLE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMERGENCY NOTIFICATION SYSTEM (ENS)</strong></td>
</tr>
<tr>
<td><strong>TABLE 1: MANDATORY REQUIREMENTS</strong></td>
</tr>
<tr>
<td>Does the proposed system offer the following capabilities?</td>
</tr>
<tr>
<td>1. Design specifically for emergency notification using fully hosted hybrid delivery models</td>
</tr>
<tr>
<td>2. Integrate with PeopleSoft using interfaces where groups and Custom Fields can be updated from HR system</td>
</tr>
<tr>
<td>3. Integrate with the current PCCD HR and CS modules using flat file or ODBC connection</td>
</tr>
<tr>
<td>5. Support Web-based system requiring secure login and password credentials</td>
</tr>
<tr>
<td>6. Support user management API</td>
</tr>
<tr>
<td>7. Support EMNS industry standards and protocol:</td>
</tr>
<tr>
<td>a. CAP</td>
</tr>
<tr>
<td>b. NIMS</td>
</tr>
<tr>
<td>c. EAS</td>
</tr>
<tr>
<td>d. DIACAP</td>
</tr>
<tr>
<td>e. FEMA IPAWS-OPEN</td>
</tr>
<tr>
<td>8. Robust data center operations and procedures for auditing and recovery (99.99% uptime guarantee and active data center failover/recovery)</td>
</tr>
</tbody>
</table>
### EXHIBIT A - MANDATORY REQUIREMENTS - Table 1 (cont.)

<table>
<thead>
<tr>
<th>EMERGENCY NOTIFICATION SYSTEM (ENS)</th>
<th>Customized Y/N</th>
<th>Need Configuration Y/N</th>
<th>Referenced to attached supporting documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Geographic dispersed redundant data centers in the U.S. only protecting PCCD communications (provide list of locations)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Simple, intuitive, and user-friendly administrative User Interface</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Multiple endpoint delivery options such as:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Landline and Mobile phones</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Public address systems</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Digital signage systems</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. E-mail</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Text messaging (SMS) and Instant Messaging (IM) – 1-way and 2-way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Social media outlets (Facebook, Skype, Twitter, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Web page</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Web Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. TDD / TTY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Templates and library of scripted responses to various emergency events (customizable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Data-in-transit encryptions: Transport Layer Security (TLS) and Secure Sockets Layer (SSL)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Clear details for support and response processes, and assignment of notification-severity levels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Contact management (groups, organizational hierarchies)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Reporting and analytics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Multi-language message support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Opt-out Self-Serve</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Unlimited users, user groups, call list, notification categories, and public account subscribers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMERGENCY NOTIFICATION SYSTEM (ENS)</td>
<td>Customized Y/N</td>
<td>Need Configuration Y/N</td>
<td>Referenced to attached supporting documentation</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>----------------</td>
<td>------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td><strong>TABLE 1: MANDATORY REQUIREMENTS</strong> (cont.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Deliver at least 100,000 messages per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Help Desk available 24/7/365 to help create and send messages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Public signup page to add additional contact information such as cell phone number and email (Self-Serve)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Contact data will be owned by PCCD (returned at the end of contract term)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT B - PREFERRED REQUIREMENTS - TABLE 2

<table>
<thead>
<tr>
<th>EMERGENCY NOTIFICATION SYSTEM (ENS)</th>
<th>Y</th>
<th>N</th>
<th>Customized Y</th>
<th>N</th>
<th>Need Configuration Y</th>
<th>N</th>
<th>Referenced to attached supporting documentation</th>
</tr>
</thead>
</table>

### TABLE 2: PREFERRED REQUIREMENTS

**Does the proposed system offer the following capabilities?**

1. **General**
   - Simple to launch notification with minimum training
   - Predefined scenarios, complete with contacts, messages and notification parameters, can be easily accessed and launched with just one click
   - Flexible access/permission levels, configurable to provide granular user rights and roles, restricting data access and administrative oversight to appropriate personnel

2. **Capacity and Speed**
   - Handle unlimited number of contacts and scenarios
   - Preferences accessible from within the system’s web user interface

3. **Contact Data Management**
   - Automated bulk, partial and full updates of contacts
   - Scrub data and remove duplicates

4. **Messaging**
   - Message confirmation
   - Text-to-speech
   - Send notifications across organizations quickly from one account

5. **Message Delivery**
   - Easily resend a message to any recipients that from the original targeted population using "follow up" capabilities
   - Store message content for future use with a new notification
   - Support a default customizable Caller ID used for telephone messages as well as a custom email sender address
   - Support delivery throttling settings
   - Deliver a voice mail if a contact is not reached
   - Stop a message in progress
<table>
<thead>
<tr>
<th>Message Targeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Add groups and individuals to a notification</td>
</tr>
<tr>
<td>b. Target contacts using a list directory</td>
</tr>
<tr>
<td>c. Target contacts using a mapping user interface</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting and Analytics</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Provide a real-time graphical dashboard for with a summary of each broadcast</td>
</tr>
<tr>
<td>b. Review audit logs of changes made within the account</td>
</tr>
<tr>
<td>c. Enhance exported reports with off-line creation of pivot table and cross-referring</td>
</tr>
<tr>
<td>d. Contain all details including success, failure and reason for failure</td>
</tr>
<tr>
<td>e. Run reports on one or more notification campaigns based upon selective criteria</td>
</tr>
<tr>
<td>f. Export report data in CSV or PDF format</td>
</tr>
<tr>
<td>g. Store historical message data</td>
</tr>
<tr>
<td>h. Produce an aggregated broadcast report for regulatory purposes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enterprise Scalability and Flexibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Allows users to set up own security groups that each have their own access permissions rights</td>
</tr>
<tr>
<td>b. Allow to combine multiple individual environments into a single-parent-child relationship</td>
</tr>
<tr>
<td>c. Each sub-account can be fully self-contained, with its own message templates, and recipient contact database</td>
</tr>
<tr>
<td>d. Each sub-account can be able to support its own unique contact delivery paths</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>System Access</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Internet accessible through standard web browsers</td>
</tr>
<tr>
<td>b. Provide a single access point to all system features and functionalities</td>
</tr>
<tr>
<td>c. Support an unlimited number of message senders and administrators who can simultaneously access the</td>
</tr>
<tr>
<td>10. Security for Administration of System</td>
</tr>
<tr>
<td>------------------------------------------</td>
</tr>
<tr>
<td>a. Support customizable “Acceptable Use” policy for system users</td>
</tr>
<tr>
<td>b. Disconnect or force re-authentication of users after a specified period of inactivity</td>
</tr>
<tr>
<td>c. Disable or suspend user IDs after a fixed number of unsuccessful logon attempts</td>
</tr>
<tr>
<td>d. Uniquely identify each user with a username at the platform level</td>
</tr>
<tr>
<td>e. Secure web-based “Forgot ID” and “Forgot Password” functionality to retrieve forgotten login information</td>
</tr>
<tr>
<td>f. Logs to identify use or attempted use, and modification or attempted modification of critical systems</td>
</tr>
<tr>
<td>g. Logs secured against unauthorized access (who has access to the logs, any change or deletion permissions that have been granted, and retention periods for the logs)</td>
</tr>
</tbody>
</table>
EXHIBIT C - SUPPORT SERVICES - TABLE 3

<table>
<thead>
<tr>
<th>EMERGENCY NOTIFICATION SYSTEM (ENS)</th>
<th>Y</th>
<th>N</th>
<th>Referenced to attached supporting documentation</th>
</tr>
</thead>
</table>

**TABLE 3: SUPPORT SERVICES**

*Can the proposer provide the following?*

1. **Implementation** – Provide a project schedule that corresponds to the implementation approach. The project schedule should include:
   a. Major tasks, subtasks, task owners, task durations, task dependencies, delivery dates, and other milestones
   b. Provide a dedicated implementation project manager and a dedicated account manager.
   c. Detail implementation change control process.
   d. Detail system-wide testing to validate for each region

2. **Technical Support**
   a. Provide employee staffed technical support 24/7. Unlimited 24/7/365 customer and technical support for key users though a toll-free phone number at no additional cost.
   b. Provide technical support service level agreement for problem resolution. Please include incident categories and time frames for resolution.
   c. Help Desk staff is located at the vendor’s location

3. **Professional Services**
   a. Provide assistance with establishing best practices and system optimization. Describe services offered.
   b. Provide recommended policies to support the ENS

4. **Training**
   a. Provide free online training.
   b. On-line training must be interactive and be available at any time.
   c. Provide onsite training. Please provide costs for this training option.
   d. Provide an on-demand video training library. Provide costs for this training.
   e. Provide recurring training options. List all options that are provided as well as any additional costs.
## EXHIBIT D: PRICING MATRIX

<table>
<thead>
<tr>
<th></th>
<th>CLOUD-BASED</th>
<th>HYBRID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3 YEAR PRICE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADDITIONAL YEAR PRICE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PROVIDED HARDWARE PRICE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SOFTWARE LICENSE PRICE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PRICE</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>