



## Peralta Community College District RFP No. 14-15/36 Classroom Schedule IT Project

The Peralta Community College District (PCCD), Oakland, California, through the Office of Purchasing, is hereby requesting sealed 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

<b>Proposal Description</b>	<b>Classroom Schedule IT Project</b>
<b>Proposal Type</b>	<b>Goods and Services (Hardware, Software and Services)</b>
<b>Proposal Number</b>	<b>14-15/36</b>
<b>Proposal Issued</b>	<b>May 1, 2015</b>
<b>Department</b>	<b>Information Technology Department</b>
<b>Mandatory Pre –Proposal Meeting</b>	<b>May 13, 2015 at 10:00 AM</b> Peralta Community College District Information Technology Conference Room 333 East 8 <sup>th</sup> Street, Oakland Ca, 94606
<b>Scheduled Publication Dates</b>	<b>May 1, 2015</b> <b>May 8, 2015</b>
<b>Proposal Due Date</b>	<b>May 28, 2015 at 11:00 a.m.</b>



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**Instructions for Submitting Proposals**

<b>Submittal Address</b>	Peralta Community College District Purchasing Department Attn: Seraphine Nzomo 501 5 <sup>th</sup> Avenue Oakland, CA 94606 (510) 466-7255
<b>Submittal Copies</b>	One (1) Original marked "Original" , Five (5) Copies marked "Copy" and one digital copy on a flash drive.
<b>Submittal Envelope Requirements</b>	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none"> <li>• Proposal Number</li> <li>• Name of Your Company</li> <li>• Address</li> <li>• Phone Number</li> </ul>
<b>Late Submittals</b>	<b>Proposals received after the time and date stated above shall be returned unopened to the vendor.</b>

**Questions about the Proposal or Requests for Information**

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

<b>Primary Contact</b>	<b>Seraphine Nzomo</b> <b>Email: <a href="mailto:snzomo@peralta.edu">snzomo@peralta.edu</a></b>
<b>Question/RFI Due Date</b>	<b>May 19, 2015 at 4:00 p.m.</b> 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.
<b>Response Date</b>	<b>May 22, 2015</b> All pertinent questions will be responded to <b>via addendum</b> faxed to all prospective bidders. All addendums must be acknowledged on the bid form.



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### How to Obtain Bid Documents

Copies of the Proposal documents may be obtained at:

Available	Location
Yes	Peralta Community College District Purchasing Department 501 5 <sup>th</sup> Avenue Oakland, CA 94606 Monday through Friday 9:00 AM to 4:00 PM (510) 466-7225
Yes	Website: <a href="http://www.peralta.edu">www.peralta.edu</a> Under Quick Links, click on "Business Opportunities", then on the List of Current Bids, RFP/RFO's to download the bid packet
N/A	Ford Graphics 2210 Magnolia Street Oakland, CA 94607 Tel. 510- 451-9060 Fax 510- 595-2383 <a href="http://www.fordgraphics.com">www.fordgraphics.com</a> Email: <a href="mailto:fgoakland@fordgraphics.com">fgoakland@fordgraphics.com</a> Attn: Christina

### Full Opportunity

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

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

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

Ms. Marie Hampton, Director of Purchasing Services



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**Attachments**

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



# Peralta Community College District RFP No. 14-15/36 Classroom Schedule IT Project

## **I. PROJECT OVERVIEW**

### **1. General Purpose of RFP**

The Peralta Community College District (PCCD) is seeking proposals to implement a software solution that will maximize space optimization and allow Peralta Colleges to schedule its space more effectively and efficiently by assuring consistent and accurate data and measures across the District. Through consistent data integrity, this project will define a more objective process that will allow each location and the system to tell the full story of its space utilization and improve the quality of space management decisions.

#### **1.1 About the District**

The Peralta Community College District is a community college system that is comprised of four campuses serving northern Alameda County, including a District office to support the four campuses. There is a strong effort by the colleges throughout the district to upgrade the abilities around space management. Currently, the Campus Schedulers are using a manual, labor intensive process. This process entails organizing classroom scheduling using paper notebooks with dividers to assign classrooms, and then logging the assignment in our Oracle PeopleSoft system. This cumbersome process requires Schedulers to commit extra time and effort into ensuring that all space is allocated effectively and efficiently. Through this effort, Peralta has a strong need to procure and implement a software solution that will maximize space optimization.

#### **1.2 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.

## **II. SCOPE OF SERVICES**

The Peralta Colleges is a multi-campus California Community College system that's currently utilizing the Oracle PeopleSoft System. The proposed software system needs to accommodate 4 campuses and 1 district office. The system should make it easy to schedule an entire term of classes in seconds, while optimizing classroom allocation based on room attributes and faculty preferences.

This software application must automatically optimize room assignments from the Schedule of Classes to maximize space utilization and respond to departmental and instructor preferences and increase Peralta's efficiency in utilizing space. Also, this application must allow users to directly create or modify event reservations via a web based application without concern for conflicts.



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There is a need to break down space management into two broad categories, academic classroom scheduling, and non-academic/event scheduling. This Planning software must integrate with our current Oracle PeopleSoft Campus Solutions (CS) 9.0 module.

### 2.1 Functional Requirements

1. Ability to schedule campus rooms for academic scheduling and events.
  - All academic schedules and events are scheduled through the software.
2. Better resource utilization/management/scheduling.
  - All rooms will be scheduled and reported on through the software. Space utilization reporting will provide complete and accurate time comparisons of space usage.
3. Ability for interested parties to check classroom and event locations.
  - Users will have the ability to see where classes and events are located through a web browser.
5. Ability for institutions to collaborate on room usage.
  - Schools will be able to reserve rooms at other schools and those schools will be aware of this. Both schools will be given the appropriate credit for space usage.
6. Consistent and accurate system wide space utilization reporting with common data integrity.
  - System reporting reflects usage with no exceptions. All classrooms and event areas are entered into the software.
7. Institute consistent procedures across all locations with regard to setting up and using the system processes.
  - These processes will be created as a template for each institution on what is needed similarly, and what areas each institution will have flexibility to control.

### 2.2 Technical Requirements

1. Compatibility with our future internal single sign-on (SSO) authentication protocol.
  - Fully integrate with Shibboleth federated SSO solution utilizing Security Assertion Markup Language (SAML) 2.X.
2. Software as a Service (SaaS) hosted Solution delivery model
  - Fully web-enabled solution with no client-server technology and full time test and production instances.
3. Fully integrate with PeopleSoft CS 9.0, release 36, with 8.52 toolset.
  - Users of the system will only enter data in one system and the other system will be updated in real time via Application Program Interface (API) Web Services
  - Full documentation of the API Web Service
4. Software service agreement contract requirements
  - End User License Agreement (EULA) with unlimited users and a Service Level Agreement (SLA) with credits for down-time
5. Mobile enabled with responsive design
  - Full mobile browser compatibility with IOS and Android



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6. Provide a minimum of 4 test environments
  - Quality Assurance, Test, Development, and Configuration

### 2.3 Training Requirement

Training in a lecture or classroom format is the preferred training method required for the Campus Schedulers and the System Administrators. This training must include the following:

- Training materials and reference manual for system administrators
- Training materials and reference manual for power users (schedulers)
- Reference manual for end users.

## 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  
Information Technology Department  
333 East 8<sup>th</sup> 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.



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### IV. SUBMISSION REQUIREMENTS – FORMAT & CONTENT

Please respond to the following 7 submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirement of the RFP. PCCD will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 8, in the order presented below. Please limit your total response to 20 pages (excludes the required attachment forms provided with this RFP).

#### **Submittal Format:**

Responses may not be longer than 16 pages (one sided or 8 pages double sided), printed on 8 ½" x 11" paper and formatted in no smaller than 11 point font. Each section shall be labeled according to the sections below. All submitted material must only be bound with only **one staple** in the upper left corner. Please no binders or any other type of spiral binding. Submittals must be able to fit into an 8 ½ x 11 inch folder.

1. **Company Information:** Provide the name of your company (including the name of any parent company), legal form, business address, email address, Federal Tax ID number, telephone and FAX numbers, number of employees and names, titles, qualifications, certifications and resumes of key personnel who will be assigned to the PCCD account, days/hours of operations and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your firm. Please make sure that person signs and dates the statement.
2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience with integrating into a college setting serving students from cultural and diverse socio-economic backgrounds.
3. **Clients:** Provide names, addresses, written recommendation and contact information of three (3) current clients.
4. **Plans and Approach:** Provide an overview describing the approach, scope of services, and methodology of firm's ability to furnish the services required by the RFP. Please use this section to describe how you propose to provide the services subject to this RFP to the District. Your services can be above and beyond the requirements listed in the "Scope of Services" section. At a minimum please describe your approach to the following:
  - What is your proposed plan for managing PCCD's account? Describe the roles and organization of a dedicated account support team, including a corporate support team. Responder must list sales and support team members.
  - Describe your company's technical support system, response and problem resolution procedures.
  - What characteristics set your company apart? Describe unique examples of product, service or added value.
  - What new technology and additional products or services does your company plan to utilize in the near future that would be advantageous to PCCD?
5. **Proposed Costs:** Provide your proposed cost on the PCCD Fee Proposal Form completing all requirements outlined in the Scope of Services. It is important that you provide your firm's fee proposal so that PCCD can evaluate your bid. Proposals submitted without a fee proposal will be considered non-responsive and will be rejected.





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6. **Debarment:** Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.
  
7. **Environmentally Sustainable Procurement:** It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. Does your product or service promote the District's Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District's goal. If your product or service does not directly meet the District's goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District's Environmentally Sustainable Procurement goal.
  
8. **Required Forms:** The Vendor must fill out all forms included in the RFP (listed in the attachments section) and return them with your proposals. Failure of the vendor to provide any information requested in the RFP, may result in rejection for non-responsiveness. (These required forms will not count against the 10 page maximum for your response.)



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**V. EVALUATION CRITERIA**

**A. Selection Criteria:**

Submissions will be scored according to the following:

**Evaluation Criteria**

<b>Item</b>	<b>Criteria</b>	<b>Points</b>
1	Does the software satisfy the Functional requirements of the Software need?	30
2	Does the software satisfy the Technical requirements? Technical Qualifications and Implementation Approach	25
3	General Company Qualifications, Financials, Higher Education Experience, References	10
4	Cost Proposal (software and licensing, services, annual support, training, maintenance, renewal fees, travel expenses etc.)	25
5	<b>Environmentally Sustainable Procurement:</b> Does your product or service meet the District's Environmentally Sustainability initiatives? (Item 6 of Submission Requirements section.)	5
6	<b>Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE)</b> Does your company meet the District's definition of an SLBE or SELBE?	5
	Total	100

**B. Selection Procedure:**

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

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



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**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 request for information 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:**



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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.

**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.

**End of Section**



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**VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE**

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

\_\_\_\_\_

**Date**

\_\_\_\_\_

**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	Hawaiian	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
<b>Total #</b>														
<b>% of assets</b>														

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



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

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

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

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

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

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

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

**(VII)** By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

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

---

Contractor

By: \_\_\_\_\_

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



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**Statement of Equal Employment Opportunity**

I hereby certify that \_\_\_\_\_

(Legal Name of Vendor/Consultant/Contractor)

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

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

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

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

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

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

BY: \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



## Peralta Community College District RFP No. 14-15/36 Classroom Schedule IT Project

### 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.



## Peralta Community College District RFP No. 14-15/36 Classroom Schedule IT Project

### Subcontractors:

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

1. 25% of total bid amount is with Subcontractors who meet the District's definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.
2. The Subcontractors must provide a Commercially Useful Function.
3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
  - a. A written statement from the subcontractor agreeing to the substitution.
  - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
  - c. When the subcontractor becomes insolvent.
  - d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

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



**Peralta Community College District  
RFP No. 14-15/36 Classroom Schedule IT Project**

**SLBE/SELBE SELF CERTIFICATION AFFIDAVIT**

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

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

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
  - a) Refusal to certify the award of a contract
  - b) Suspension of a contract
  - c) Withholding of funds
  - d) Revision of a contract for material breach of contract
  - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years
  
2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.
  
3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



**Peralta Community College District  
RFP No. 14-15/36 Classroom Schedule IT Project**

**NON-COLLUSION AFFIDAVIT**

(To be executed by Proposer and submitted with proposal)

State of California, County of \_\_\_\_\_

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

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

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



**Peralta Community College District  
RFP No. 14-15/36 Classroom Schedule IT Project**

**GENERAL PROVISIONS**

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
  
2. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.
  
3. **INDEMNIFICATION:**
  - a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
  
  - (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.
  
4. **INSURANCE:** With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:
  - a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
  
  - b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors liability, and personal injury liability.
  
  - c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
  
  - d) (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:





## Peralta Community College District RFP No. 14-15/36 Classroom Schedule IT Project

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** ): 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  
RFP No. 14-15/36 Classroom Schedule IT Project**

**DISTRICT:**

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

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
7. **PURCHASE BY OTHER PUBLIC AGENCIES:** Contractor agrees to extend identical prices and services under the same terms and conditions to other public agencies. Each participating agency will execute its own Contract with the Contractor for its requirement and payment will be made directly by the participating agency. Following any initial purchase(s) by the Peralta Community College District, additional quantities of the materials listed herein may be purchased to replace or supplement existing supplies. Additional quantities of these materials may be purchased by other public agencies pursuant to California Public Contract Code 20652 et seq. Other public agencies may utilize this contract for these material and purchase directly from Contractor without additional competitive processes. This is only allowable when the original Contract was executed following a competitive process and allows other public agencies to use the Contract.
8. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.
9. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.



**Peralta Community College District  
RFP No. 14-15/36 Classroom Schedule IT Project**

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.



**Peralta Community College District  
RFP No. 14-15/36 Classroom Schedule IT Project**

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

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

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