



# Peralta Community College District

## REQUEST FOR PROPOSAL

### Proposal No.: 17-18/07 District-Wide Fire System Testing, Inspection, Repair and Maintenance

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

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

### Proposal Information

Proposal Description	District-Wide Fire System Testing, Inspection, Repair and Maintenance
Proposal Type	Service
Proposal Number	17-18/07
Proposal Issued	September 29, 2017
Department	Department of General Services
Mandatory Pre-proposal Meeting	October 11, 2017 at 10:00 AM 333 East 8 <sup>th</sup> Street, Oakland, CA 94606 Department of General Services Conference Room# 1
Scheduled Publication Dates	September 29, 2017; October 6, 2017
Proposal Due Date	November 7, 2017 at 2:00 p.m.

### Instructions for Submitting Proposals

Submittal Address	Peralta Community College District Purchasing Department Attn: <b>Mr. Nicanor Custodio, Jr.</b> 333 East 8 <sup>th</sup> Street Oakland, CA 94606
Submittal Copies	One (1) Original copy clearly marked "Original" and three (3) Copies marked "copy".
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none"> <li>• Proposal Number</li> <li>• Name of Your Company</li> <li>• Address</li> <li>• Phone Number</li> </ul>
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the vendor.

## How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Available	Location
Yes	Peralta Community College District Purchasing Department 333 East 8 <sup>th</sup> Street 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 "Business Opportunities" for a list of current RFPs/Bids, where you can download the bid packet.

## Questions about the Proposal

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

<b>Primary Contact</b>	<b>Ms. Carylon Tyler, Facilities Project Manager</b> Fax: 510-466-7315 Email: <a href="mailto:carylontyler@peralta.edu">carylontyler@peralta.edu</a>
<b>Question/RFI Due Date</b>	<b>October 12, 2017 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>October 16, 2017 at 4:00 P.M.</b> All pertinent questions will be responded to <b>via addendum</b> faxed (or emailed) to all prospective bidders, and placed on the District's website. Proposer who did not receive a copy of the addendum should download it from the District's website. See "How to Obtain Proposal Documents" section for our web address. All addendums must be acknowledged on the RFP Acknowledgement and Signature form.

## **Full Opportunity**

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

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

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

Dr. Sadiq B. Ikharo  
Vice Chancellor, General Services

# **Table of Contents**

1	<b><u>Request for Proposal (RFP)</u></b> .....
1.1	Project Overview .....
1.2	Project Background.....
2	<b><u>Scope of Services</u></b> .....
2.1	Test and Inspection Services .....
2.2	Monitoring of Fire Alarms .....
2.3	Repairs .....
2.4	Emergency Services .....
2.5	Access Codes .....
2.6	Reports .....
2.7	Life Safety System Problem Diagnosis .....
2.8	Services Included .....
2.9	Training .....
2.10	Agreement Term .....
2.11	Contract.....
2.12	Normal Working Hours.....
3	<b><u>Location / Equipment / Yearly Costs</u></b> .....
3.1	District Administrative Complex .....
3.2	College of Alameda .....
3.3	Laney College.....
3.4	Merritt College.....
3.5	Berkeley City College .....
3.6	Science Annex 860 Atlantic Ave, Alameda, CA 94501.....
3.7	College of Alameda Air School 970 Harbor Bay Parkway, Alameda, CA 94501.....
3.8	District – Wide.....
4	<b><u>Bid Work Sheet / Summary of Yearly Costs</u></b> .....
5	<b><u>Desired Qualifications</u></b> .....
6	<b><u>Pre-Proposal Meeting</u></b> .....
7	<b><u>Submission Requirements</u></b> .....
8	<b><u>Selection / Evaluative Criteria</u></b> .....
9	<b><u>Change in Personnel</u></b> .....
10	<b><u>Additional Requirements</u></b> .....

**Attachments:**

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

# **1. Background & Project Description**

## **1.1 PROJECT OVERVIEW**

Peralta Community College District (PCCD) requests for written proposals to secure District-wide fire system testing, inspection, repair and maintenance. The District is committed in promoting public health and safety, and minimize hazards to life and property. Additionally, the District is interested in developing a partnership with qualified vendors to provide operational testing and inspection of the Life Safety Systems at all five (5) campuses. The attached Scope of Work is for operational testing and inspection of the installed Life Safety Systems (Simplex) located at the Peralta Community College District. Any system shut down shall be scheduled with the District, if necessary.

The work is to be accomplished at the following locations:

- A. Merritt College, 12500 Campus Drive, Oakland, CA 94619
- B. Laney College, 900 Fallon Street, Oakland, CA 94607
- C. College Of Alameda (COA), 555 Alantic Avenue, Alameda, CA 94501
- D. District Administrative Complex (DAC), 333 East 8th Street, Oakland, CA 94606
- E. Berkeley City College (BCC), 2020 Center Street, Berkeley
- F. College Of Alameda Air School, 970 Harbor Bay Parkway, Oakland, CA 94614
- G. 860 Atlantic Avenue, Alameda, CA 94501

All services will be managed and coordinated by the Vice Chancellor of General Services or an assigned staff member of the Department of General Services. All strategies and negotiations shall be directed by and coordinated through the Department of General Services. In transactions involving District staff, the Department of General Services will act as liaison for all parties to assure that objectives are being met throughout the entire transaction.

Any deviation from the attached specifications must be noted in the offerer's bid.

## **1.2 PROJECT BACKGROUND**

The District's fire alert system is manufactured by Simplex. This system has been installed in all District buildings for over twenty years. Due to the proprietary nature of the fire system, only licensee can perform maintenance and repair functions throughout the District. All services must comply with the California State Fire Marshal's fire and life safety regulations and building standards, National Fire Protection Association (NFPA), and other applicable requirements.

# **2. Scope of Services**

The successful vendor is to provide all labor, materials, equipment and supervision necessary to perform inspection, testing, maintenance and repairs to Fire Alarm Systems, Sprinkler/Standpipe Systems, Fire Hose Cabinets, Kitchen Fire Suppression Systems, Emergency Lighting Systems and all portable fire extinguishers to the satisfaction of the College and in accordance with applicable laws, codes and standards, and specifications outlined in this Request for Proposal.

## **2.1 TEST AND INSPECTION SERVICES**

The vendor is to submit descriptions of all service work (maintenance and inspections) to be completed in accordance with all State and Municipal fire codes on a monthly, quarterly and yearly basis for each system and equipment listed in Section 3.

Perform regularly scheduled inspections and functional/ diagnostic tests of panel functions, auxiliary/monitoring functions, and all accessible peripheral devices listed and currently on-line with the facility Life Safety system. Tests will be scheduled in advance, and at the convenience of PCCD's staff. Contractor technicians will need the assistance from PCCD's staff for access to all areas of the facility in-order to locate devices and ensure efficient transition between areas. (See "List of Equipment" for equipment to be tested in Section 3).

All systems, equipment and devices will be tested, including but not limited to, all pull stations, heat detectors, smoke detectors, including sensitivity testing and cleaning of smoke detectors, audible and visual signaling devices, duct detectors, flow switches, supervisory devices, post enunciator valves, transmitters, pressurization fans, fire alarm control panels and remote annunciation panels. Test and inspection services shall be performed on the following existing systems at locations shown in Section 3.

- a) Wet Sprinkler System - Sprinkler Test & Inspection
- b) Fire Pump System - Sprinkler Test & Inspection
- b) SIMPLEX Programmable Fire Alarm System - Fire Alarm Test & Inspection
- c) SIMPLEX PROG 4100U System - Fire alarm Test & Inspection
- d) Suppression Gas Systems Test & Inspect – HALON System
- e) STANDPIPE SYSTEM – Sprinkler Test & Inspection
- f) HOOD SYSTEM – Kitchen Hood Test & Inspection
- g) Smoke Detector Cleaning
- h) Smoke Detector Sensitivity Testing
- i) Fire Alarm Monitoring Basic Service

Accessible smoke detection devices will be cleaned utilizing manufacturer's recommended procedures to help minimize false alarms. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned prior to sensitivity testing using soft cloth, lint brush, or non-electrostatic vacuum. Devices will be cleaned at a rate of: 50% Per Year.

Sensitivity testing will be performed on smoke detectors per NFPA to ensure accuracy. Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, noted and recommended for replacement. Devices will be tested at a rate of: 50% Per Year

All accessible components and devices will be logged for:

1. Exact location.
2. Test results/applicable voltage readings.
3. Any discrepancies noted, recommendations for correction, and any corrections made on site.

The contractor will provide test documentation to PCCD. Copies will be kept on file by the Contractor branch office for five years.

All accessible peripheral devices will be functionally tested in accordance with NFPA 72, 1999 ed. All system testing will be performed in compliance with all applicable laws, codes and regulations.

**PCCD will provide at least one (1) Stationary Engineer to assist Contractor technicians for the duration of the visit. During this visit, PCCD personnel will receive informal, hands-on training on basic system functions, and proper inspection procedures.**

## **2.2 MONITORING OF FIRE ALARMS**

The successful vendor will provide twenty-four (24) hour, seven (7) days a week monitoring of fire system and will report all occurrences to the fire department and District when an alarm or trouble signal is received. This service will include 1-800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

For Berkeley City College, College of Alameda, College of Alameda Air School, and 860 Atlantic Avenue property, the successful vendor will provide twenty-four (24) hour, seven (7) days a week monitoring of fire system and will report all occurrences to Tyco/SimplexGrinnell..

## **2.3 REPAIRS**

The successful vendor will be required to provide repairs to the systems/equipment covered in this RFP on twenty-four (24) hour, seven (7) day-per-week basis; provide priority repair service to perform the Work as required within the shortest possible timeframe and take all necessary precautions to prevent reoccurrence; and provide quality parts and materials to maintain related equipment in proper operating condition.

The successful vendor will be required to have a response time of a **maximum of one (1) hour** from the time a service call is dispatched from the College and must arrive at the site within four (4) hours, assess the problem and recommend a possible solution within twenty-four (24) hours. Work will be completed as agreed upon by the District.

## **2.4 EMERGENCY SERVICES**

The successful vendor will be required to provide emergency services to the systems/equipment covered on a twenty-four (24) hour, seven (7) day-per-week basis; provide priority emergency service to perform the Work as required within the shortest possible timeframe and take all necessary precautions to prevent reoccurrence; and provide quality parts and materials to maintain related equipment in proper operating condition.

The vendor will be required to have a response time of a maximum of one (1) hour from the time a service call is dispatched from the College and must arrive at the site within four (4) hours, assess the problem and recommend a possible solution within twenty-four (24) hours. Work will be completed as agreed upon by the District.

## **2.5 ACCESS CODES**

Some systems may contain proprietary software, or access codes which control high level system functions.

## **2.6 REPORTS**

The service provider will provide the District a report after inspection/testing, no later than (1) week following the inspections/testing. The report will detail the following information:

- a) Preventative maintenance report showing the yearly spend on each system/equipment by location (that must be signed off by the Vice Chancellor of General Services).
- b) Summary of activity for the year
  - Repairs
  - Call-backs
  - Complaints
- c) Certification that the various items as listed in the monthly inspections were checked at the specified time and that they were found to be functioning correctly or, if not functioning correctly, notations of the problems and correction action taken.

## **2.7 LIFE SAFETY SYSTEM PROBLEM DIAGNOSIS**

Scope of work includes problem troubleshooting and diagnostics. When a problem is identified, a quotation for its repair/replacement will be concurrently provided.

## **2.8 SERVICES INCLUDED**

- a) Testing and Inspection of all devices and control equipment as noted below.
- b) Documentation of all test results by device and location.
- c) All testing methods to adhere to the current NFPA edition testing standards.
- d) Water flow and tamper switch testing.
- e) 24 Hour Emergency Service Response to identify problems.
- f) Sensitivity Testing and Cleaning of system smoke detectors per NFPA 72, 1999 ed. standards.



**2.9 TRAINING**

As requested, the Contractor will provide training of the facility staff, annually, on the Simplex-Grinnell Life Safety System. The staff will receive hands-on training on basic system functions and proper monitoring procedures.

**2.10 AGREEMENT TERM**

The initial term of the Agreement will be for a period of three (3) years, commencing on January 1, 2014.

Pricing must remain firm for the initial three (3) year term. There will be an option to renew the Contract for up to two (2) additional one (1) year terms based on satisfactory performance, the College requirements, and price negotiations.

**2.11 CONTRACT**

The successful vendor will be required to enter into an Agreement with the District. The intent is to award the Agreement in full to one Service Provider for the term indicated. However, the District reserves the right to award in whole or in part if in their best interest.

**2.12 NORMAL WORKING HOURS.**

Services are to be provided during normal working hours Mon-Fri. 7:00 AM – 4:30 PM, excluding holidays.

**3. LOCATION / EQUIPMENT / YEARLY COSTS**

At a minimum, the Vendor shall perform all Testing, Inspection, Maintenance, and Tests listed in the Scope of Work section. All pricing is based on the inspection frequency outlined below. **Also attach your proposed fee schedules/hourly labor rates for any work not considered part of the Scope of Work of this RFP to this sheet.**

Below is a description of systems, equipment and device located at each campus. The frequency of maintenance/inspections/testing previously completed for the last five years are shown. Provide the **yearly** cost of services at each campus.

<b>3.1 District Office Complex</b>			
<b>Product Description</b>	<b>Quantity</b>	<b>Inspection Frequency</b>	<b>Yearly Cost</b>
<b>Fire Alarm Test &amp; Inspect (SIMPLEX 4100/4020 FIRE ALARM SYSTEM)</b>			
Main Fire Alarm Panel	4	Quarterly	
Fire Alarm Battery (each)	14	Annual	
Smoke Sensor Addressable	35	Annual	
Duct Sensor Addressable	7	Annual	
Pull Station	6	Annual	
Audio Visual Unit Addressable	83	Annual	
Remote Power Supply/NAC Extender	3	Annual	
Water flow Electronic Test	4	Semi-Annual	
Tamper Switch (electronic test only)	3	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (Wet Sprinkler System)</b>			
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	3	Quarterly	

<b>Sprinkler Test &amp; Inspect (STANDPIPE SYSTEM)</b>			
Standpipe Test & Inspect	1	Annual	
		<b>Total Yearly Costs:</b>	\$

The District Administrative Complex include the District Conroy, District DAC, District Sheriff's Office and District Warehouse.

Inspections will be done the following months:

Fire Alarm (Quarterly) – March, June, September, and December

Wet Sprinkler (Quarterly) – March, June, September, and December

Standpipe (Semi-Annual) – March and September

<b>3.2 College of Alameda</b>			
<b>Product Description</b>	<b>Quantity</b>	<b>Inspection Frequency</b>	<b>Yearly Cost</b>
<b>Fire Alarm Test &amp; Inspect (SIMPLEX 4100U System)</b>			
Main Fire Alarm Panel	12	Quarterly	
Smoke Sensor Addressable	130	Annual	
Heat Detector Restorable	6	Annual	
Duct Sensor Addressable	43	Annual	
Pull Station	61	Annual	
Audio-Visual Unit Addressable	287	Annual	
Remote Power Supply/NAC Extender	6	Annual	
Water flow Electronic Test	8	Semi-Annual	
Tamper Switch (electronic test only)	11	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (Wet Sprinkler System)</b>			
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	4	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (STANDPIPE SYSTEM)</b>			
Standpipe Test & Inspect	2	Semi-Annual	
<b>Suppression Gas Systems Test &amp; Inspect (HALON SYSTEM)</b>			
Fm200 OR Halon System	2	Semi-Annual	
<b>Kitchen Hood Test &amp; Inspect (HOOD SYSTEM)</b>			
Single Tank Suppression System	3	Semi-Annual	
		<b>Total Yearly Costs:</b>	\$

At the College of Alameda, the buildings include Aviation A, Aviation B, Building A, B, C, D, DMB, F, CCC, Gymnasium, LRC, Cougar Village 1-9, Cal-Works, 860 Atlantic Avenue property, and the Air School.

Inspections will be done the following months:

Fire Alarm (Quarterly) – March, June, September, and December

Wet Sprinkler (Quarterly) – March, June, September, and December

Standpipe (Semi-Annual) – March and September

Gas Suppression (Semi-annual) – March and September

Kitchen Hood (Semi-annual) – April and October

<b>3.3 Laney College</b>			
<b>Product Description</b>	<b>Quantity</b>	<b>Inspection Frequency</b>	<b>Yearly Cost</b>
<b>Fire Alarm Test &amp; Inspect (SIMPLEX 4100U System)</b>			
Main Fire Alarm Panel	17	Quarterly	
Fire Alarm Battery (each)	64	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	297	Annual	
Heat Detector Restorable	28	Annual	
Duct Sensor Addressable	76	Annual	
Pull Station	142	Annual	
Audio-Visual Unit Addressable	506	Annual	
Remote Power Supply/NAC Extender	17	Annual	
Water flow Electronic Test	25	Semi-Annual	
Tamper Switch (electronic test only)	24	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (WET SPRINKLER SYSTEM)</b>			
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	13	Quarterly	
<b>Sprinkler Test &amp; Inspect (STANDPIPE SYSTEM)</b>			
Standpipe Test & Inspect	3	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (WET SPRINKLER SYSTEM)</b>			
Hose Valve Outlets	2	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (FIRE PUMP SYSTEM)</b>			
Fire Pump-Diesel with Flow Meter	1	Annual	
<b>Kitchen Hood Test &amp; Inspect (HOOD SYSTEM)</b>			
Single Tank Suppression System	5	Semi-Annual	
		<b>Total Yearly Costs:</b>	<b>\$</b>

At Laney College, the buildings include Laney Administration, Laney Bldgs. A, B, C, D, E, F, G, Theatre, CCC, College Art Center, Forum, Gymnasium, Locker Room, Library, SC, Sculpture, Counsel 1-2, Eagle Village 1-10, and the Filed House.

Inspections will be done the following months:

Fire Alarm (Quarterly) – March, June, September, and December

Wet Sprinkler (Quarterly) – March, June, September, and December

Standpipe (Semi-Annual) – March and September

Gas Suppression (Semi-annual) – April and October

Fire Pump (Annual) - September

<b>3.4 Merritt College</b>			
<b>Product Description</b>	<b>Quantity</b>	<b>Inspection Frequency</b>	<b>Yearly Cost</b>
<b>Fire Alarm Test &amp; Inspect (SIMPLEX 4100U System)</b>			
Main Fire Alarm Panel	11	Quarterly	
Fire Alarm Battery (each)	18	Annual	
Smoke Sensor Addressable	263	Annual	

Heat Detector Restorable	20	Annual	
Dust Sensor Addressable	18	Annual	
Pull Station	53	Annual	
Audio visual Unit Addressable	319	Annual	
Door Holder	9	Annual	
Remote Power Supply/NAC Extender	8	Annual	
Water flow Electronic Test	10	Semi-Annual	
Tamper Switch (electronic test only)	10	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (Wet Sprinkler System)</b>			
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	6	Quarterly	
<b>Sprinkler Test &amp; Inspect (STANDPIPE SYSTEM)</b>			
Standpipe Test & Inspect	2	Semi-Annual	
<b>Suppression Gas Systems Test &amp; Inspect (HOOD SYSTEM)</b>			
Single Take Suppression System	2	Semi-Annual	
		<b>Total Yearly Costs:</b>	\$

At Merritt College, facilities include buildings A, CCC, D, E, F, Gym, Horticulture, Library, College Dining Trailer Portable, OUHSD portables, Q, R, and P.

Inspections will be done the following months:

Fire Alarm (Quarterly) – March, June, September, and December

Wet Sprinkler (Quarterly) – March, June, September, and December

Standpipe (Semi-Annual) – March and September

Kitchen Hood (Semi-annual) – June and December

<b>3.5 Berkeley City College</b>			
Product Description	Quantity	Inspection Frequency	Yearly Cost
<b>Fire Alarm Test &amp; Inspect (SIMPLEX 4100U System)</b>			
Main Fire Alarm Panel	1	Quarterly	
Fire Alarm Battery (each)	12	Annual	
Annunciator	2	Annual	
Graphical Screen	1	Annual	
Smoke Sensor Addressable	112	Annual	
Heat Detector Restorable	15	Annual	
Duct Sensor Addressable	27	Annual	
Pull Station	26	Annual	
Audio Visual Unit Addressable	152	Annual	
Door Holder	30	Annual	
Remote Power Supply/NAC Extender	5		
Water flow Electronic Test	14	Semi-Annual	
Tamper Switch (electronic test only)	28	Semi-Annual	
<b>Alarm &amp; Detection – Monitoring (SIMPLEX 4100U System)</b>			
Fire Alarm Monitoring Basic Service (Up to 100 Devices)	1		

<b>Sprinkler Test &amp; Inspect (Wet Sprinkler System)</b>			
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	1	Quarterly	
<b>Sprinkler Test &amp; Inspect (STANDPIPE SYSTEM)</b>			
Standpipe Test & Inspect	1	Annual	
<b>Sprinkler Test &amp; Inspect (FIRE PUMP SYSTEM)</b>			
Fire Pump – Electric with Flow Meter	1	Annual	
		<b>Total Yearly Costs:</b>	\$

Berkeley City College facilities include all of the campus at 2050 Center St., Berkeley, CA.

Inspections will be done the following months:

Fire Alarm (Semi-Annual) – January and July

Wet Sprinkler (Quarterly) – January, April, July, and October

Standpipe (Semi-annual) – March and September

Fire Pump (annual) - July

<b>3.6 860 Atlantic Avenue, Alameda, CA 94501</b>			
<b>Product Description</b>	<b>Quantity</b>	<b>Inspection Frequency</b>	<b>Yearly Cost</b>
<b>Fire Alarm Test &amp; Inspect (SIMPLEX 4100U System)</b>			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	7	Annual	
Duct Sensor Addressable	6	Annual	
Pull Station	7	Annual	
Audio Visual Unit Addressable	59	Annual	
Water flow Electronic Test	1	Semi-Annual	
Tamper Switch (electronic test only)	28	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (Wet Sprinkler System)</b>			
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	1	Quarterly	
		<b>Total Yearly Costs:</b>	\$

<b>3.7 College of Alameda Air School 970 Harbor Bay Parkway, Alameda, CA 94501</b>			
<b>Product Description</b>	<b>Quantity</b>	<b>Inspection Frequency</b>	<b>Yearly Cost</b>
<b>Fire Alarm Test &amp; Inspect (SIMPLEX 4100U System)</b>			
Main Fire Alarm Panel	2	Annual	
Fire Alarm Battery (each)	4	Annual	
Smoke Sensor Addressable	35	Annual	
Heat Detector Restorable	15	Annual	
Pull Station	11	Annual	
Audio-Visual Unit Addressable	22	Annual	
Water flow Electronic Test	1	Semi-Annual	

Tamper Switch (electronic test only)	1	Semi-Annual	
<b>Sprinkler Test &amp; Inspect (Wet Sprinkler System)</b>			
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	1	Quarterly	
<b>Total Yearly Costs:</b>			\$

<b>3.8 DISTRICT-WIDE</b>			
Product Description	Quantity	Inspection Frequency	Yearly Cost
<b>Fire Alarm Inspect &amp; Replace (SIMPLEX 4100U System)</b>			
Replace Smoke Detectors & Bases (Each)	20	Annual	
Replace Fire Sprinkler Heads (Each)	20	Annual	

#### **4. BID WORK SHEET / SUMMARY OF YEARLY COSTS**

Include the fiscal schedule rates and charges for testing and inspection services at each campus on the summary worksheet below. Provide a fixed, lump sum total cost to accomplish the work. Use the budget table format below to provide a cost breakdown. Also provide an hourly rate for each team member for work that may exceed the scope.

<b>Summary of Rates - Fiscal Year (FY)</b>					
Location	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022
Testing and Inspection (District)	\$	\$	\$	\$	\$
Testing and Inspection (Alameda)	\$	\$	\$	\$	\$
Testing and Inspection (Laney)	\$	\$	\$	\$	\$
Testing and Inspection (Berkeley)	\$	\$	\$	\$	\$
Testing and Inspection (Merritt)	\$	\$	\$	\$	\$
<b>Total Testing and Inspection</b>	\$	\$	\$	\$	\$

#### **5. DESIRED QUALIFICATIONS**

The successful vendor and employees operating on college equipment shall have experience and knowledge working on Simplex systems and Electrician Certification as a Fire/Life Safety Technician approved by the California Department of Industrial Relations – Division of Labor Standards Enforcement, and as required by the State of California Codes.

## **6. PRE-PROPOSAL MEETING**

A mandatory pre-proposal meeting will be held to answer questions, clarify any project issues and to tour the facilities. Attending the meeting is required to submit a proposal. The meeting will start in the Department of General Service conference room located at 333 East 8<sup>th</sup> Street, Oakland, CA 94606.

## **7. SUBMISSION REQUIREMENTS**

Please respond to the following twelve (12) 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 12, in the order presented below.** Please limit your total response to 12 pages (excludes the required attachment forms provided with this RFP).

**1. Company Information and Personnel:** Provide the name of your company (including the name of any parent company, business address, email address, Federal Tax ID number, telephone and FAX numbers, and names and titles of key personnel and a brief history of you company. Include in this section the resume of the Project Manager or principal point of contact for this contract and any other “key personnel” that would normally be performing work on this contract. 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, including a list of three or more projects with brief descriptions that demonstrate your experience. At a minimum, the Vendor must have been actively performing elevator and lift inspection and maintenance services within San Francisco – Oakland Bay Area for over five (5) years. In this section, describe an overall history of the company and the type of work the company has been performing within the San Francisco – Oakland Bay Area. Include in this section the location of the company’s local office(s) that would be responsible for this work.

**3. Clients:** Provide names, addresses and contact information of three (3) current clients.

**4. Response Time and Maintenance Plans:**  
The Vendor will act as the Districts Emergency Responder for discharged and broken fire alarm systems. Provide your response time to emergencies and your plan to address these emergencies. Please state your hours of availability. Include in this section the procedure that would normally use for the inspection process including and associated documentation used to record the results of inspection and your company’s Quality Assurance program. Please provide a detail of your own recommended maintenance items and plan. Your plan should be at minimum per manufacturer’s recommended maintenance intervals and per local enforced code.

**5. Proposed Costs:**  
At a minimum, the Vendor shall perform all Testing, Inspection, Maintenance and Repairs listed in the Scope of Work section. Provide your pricing for this service on the attached PCCD Bid Work Sheet.

**6. 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 13 page maximum for your response.)

**7. Debarment:**  
Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.

**8. Environmentally Sustainable Procurement:** It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. Does your product or service promote the District's Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District's goal. If your product or service does not directly meet the District's goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District's Environmentally Sustainable Procurement goal.

**9. Officer's Signature:**

Have the proposal signed by an officer of the proposing firm with the authority to commit the firm.

**10. Organization Chart:**

Provide an organization chart for managing and executing this contract.

**11. Resumes:**

Provide resumes for key staff and sub-consultants. The resumes shall include specific information about expertise in the services tasks, (e.g. fire alarm, sprinkler, suppression gas systems and kitchen hood test and inspection.

**12. Relevant Experience**

Describe relevant experience of the proposer's team in the following areas. List each party's involvement.

- c) Wet Sprinkler System - Sprinkler Test & Inspection
- d) Fire Pump System - Sprinkler Test & Inspection
- b) SIMPLEX Programmable Fire Alarm System - Fire Alarm Test & Inspection
- c) SIMPLEX PROG 4100U System - Fire alarm Test & Inspection
- d) Suppression Gas Systems Test & Inspect – HALON System
- e) STANDPIPE SYSTEM – Sprinkler Test & Inspection
- f) HOOD SYSTEM – Kitchen Hood Test & Inspection
- g) Smoke Detector Cleaning
- h) Smoke Detector Sensitivity Testing
- i) Fire Alarm Monitoring Basic Service

**8. Selection / Evaluation Criteria**

**Projected Timeline**

Below is the proposed timeline for this RFP.

RFP Issued.....September 29, 2017  
Pre-proposal Meeting and bid walk.....October 11, 2017  
Response due.....October 16, 2017  
District Review and Recommendation.....November 2017  
Board Approval.....To be Determined

Prior to contract award, the Peralta Community College District must be assured that the responder (vendor) selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Peralta Community College District is unable to assure itself of the responder's ability to perform under the contract, if awarded, the Peralta Community College District has the option of requesting from the responder, any information that the Peralta Community College District deems necessary to determine the responder's capabilities. If such information is required, the responder will be notified and will be permitted five (5) working days to submit the requested information.

**Evaluation Criteria**

In awarding the contract, the District will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as



your responses will be evaluated based on the weights (Points) listed below. Consultant interviews will be held solely at the option and discretion of the Peralta Community College District. The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a “short list” of three or more firms
- Interview “short-listed” firms (at the option and discretion of the Peralta Community College District)
- Identify best qualified firm
- Award contract

Item	Criteria	Points
1	<u>References, Resources, and Key Personnel</u> Vendor’s capacity to provide professional service as evidenced by past performance, resources, and from list of key personnel. (Items 1 and 3 of Submission Requirements section.)	10
2	<u>Knowledge and Experience (Maintenance/Inspection/Testing Schedule)</u> Vendor’s knowledge and experience as evidence from your response to item 2 of Submission Requirements section. List technician’s qualifications that will be performing the maintenance/inspections/testing calls; submit a list of experts who will assist with complex problem troubleshooting along with their availability and response times; and explain the process for technicians performing maintenance task and detail the Service Provider’s procedures for auditing its technicians.	10
3	<u>Response Time and Maintenance Plans</u> As evidence from your response to item 4 of Submission Requirements section	15
4	<u>Proposed Costs</u> As provided on the PCCD Bid Specification Worksheet	60
5	SLBE Does your company meet the District definition of an SLBE and SELBE?	5
	<b>TOTAL:</b>	<b>100</b>

The District shall negotiate with the highest ranked Consultant on the tasks, staffing, schedule and a maximum not-to exceed fee. Negotiations may be formally terminated if they fail to result in a contract within a reasonable amount of time. Negotiations will then ensue with the second ranked Consultant, and if necessary, the third ranked Consultant. *The cost will not be part of the selection criteria and should be placed separately from the proposal submitted.*

The successful firm will be required to sign the District’s Professional Services Agreement. The District is an Equal Opportunity Employer – Minorities and women are encouraged to apply. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, and national origin have equal access to contracts and other business opportunities with the District. Each candidate firm will be required to show evidence of its equal employment opportunity policy.

## **9. Change in Personnel**

If the commissioning firm's personnel or sub-consultants change for this project, the District will review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

## **10. Additional Requirements**

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

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

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

The District reserves the right to waive any irregularities or required formalities or to amend or cancel, in part or entirety, this 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 deemed Trade Secrets (as defined in California Civil Code 3426.1) and materials specifically marked "Confidential" or "Proprietary", all material submitted in response to this RFP and RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP and RFQ Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP and RFQ Responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a 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; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested material until otherwise ordered by a court of competent jurisdiction.

### **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.

**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 returning a signed acknowledgement of each amendment issued. Signed copies must be received on or before the time set for receipt of offers. 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.



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

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

--

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

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

<b>Local Office(s) Address/Telephone</b>  (List all as applicable)	1.  2.  3.
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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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## Peralta Community College District

### **Attachment #2 BIDDERS QUESTIONNAIRE**

Proposed Number: 17-18/07 District-Wide Fire System Testing, Inspection, Repair and Maintenance

TO THE BIDDER:

In making its award the Board of Trustees will take into consideration Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire will be a basis for rejection of the bid. The Board of Trustees will use, but will not be limited to, the information provided herein for evaluating the qualifications of the bidder and his organization to carry out satisfactorily the terms of the contract. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

#### A. DESCRIPTION OF BIDDER'S ORGANIZATION

1. Firm Name

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2. Address

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3. Telephone Number

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4. Type of Organization

a) Corporation Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list officers and positions, and state in which incorporated.

If Bidder Corporation is subsidiary, give name and address of Parent Corporation.

b) Partnership Yes \_\_\_\_\_ No \_\_\_\_\_

List partner's names and residence addresses

General Partners:

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Limited Partners:

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Firm Name:

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c) Individual Proprietorship Yes \_\_\_\_\_ No \_\_\_\_\_

5. Ownership Classification (Optional – check any that apply)

SBE \_\_\_\_\_ DBE \_\_\_\_\_ WBE \_\_\_\_\_ Local (within District) \_\_\_\_\_

6. How long have you been engaged in the contracting business under your present business name?

**B. FINANCIAL AND CREDIT DATA**

1. If your bid is considered for award, and if requested by the Board of Trustees, will you supply the following data? Yes \_\_\_\_\_ No \_\_\_\_\_

- a) Names and addresses of any banks where you regularly do business.
- b) The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or contracts payable.
- e) Give credit references, including at least three trade or industry supplier with whom you regularly deal.

2. As in "1" above, would you submit on request a Balance Sheet for the past three (3) years? Yes \_\_\_\_\_ No \_\_\_\_\_

3. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the bidder (provide name of surety company, person to contact and phone number):

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I certify under penalty of perjury that the foregoing is true and correct. Executed at

\_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_



Peralta Community College District

**ATTACHMENT #3: 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. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non polystyrene food containers, non petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

The District's formal Environmental Sustainability Policy 2.40 is available for download at: [http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP\\_2\\_40\\_Environmental\\_Sustainability\\_Policy\\_FINAL\\_3-31-08.pdf](http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_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.**

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

Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

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





Peralta Community College District

**ATTACHMENT #4: CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

\_\_\_\_\_  
Contractor

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

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



**Peralta Community College District**

**ATTACHMENT #5:  
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



## **ATTACHMENT #6: SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **Definitions:**

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

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

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

### **Geographic Location Requirements:**

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

## **Subcontractors:**

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

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



**ATTACHMENT #7:  
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.

Bid Number: \_\_\_\_\_ Bid Name: \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_



**Peralta Community College District**

**ATTACHMENT #8:  
NON-COLLUSION AFFIDAVIT**

(To be executed by Vendor/ Bidder and submitted with Bid/Proposal)

**RFP: 17-18/07 District-Wide Fire System Testing,  
Inspection, Repair and Maintenance**

State of California )  
 ) SS  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public



## Peralta Community College District

### **ATTACHMENT #9: 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 VENDOR:** The parties intend that VENDOR, 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. VENDOR is not to be considered as an 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) VENDOR 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 tortious acts or errors or omissions of VENDOR 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 VENDOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) VENDOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with VENDOR'S performance hereunder.

4. **INSURANCE:** With respect to the performance of work under this Agreement, VENDOR 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 sub-consultant'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:** VENDOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If VENDOR, 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 VENDOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to VENDOR, County may deduct from sums due to VENDOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

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

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

DISTRICT:

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



VENDOR:

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

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8. **TRANSFER OF RIGHTS:** VENDOR 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 VENDOR in connection with the project, if any. VENDOR 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. VENDOR'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:** VENDOR 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 VENDOR 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 VENDOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. **CONFLICT OF INTEREST:** VENDOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. VENDOR 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 VENDOR 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 VENDOR as a material inducement to enter into this Agreement. VENDOR 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 VENDOR'S work by DISTRICT shall not operate as a waiver or release.

14. **TAXES:** VENDOR 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, VENDOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

15. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds

for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

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

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

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

**End of Section**



**Peralta Community College District**

**ATTACHMENT #10:**

**RFP 17-18/07 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: \_\_\_\_\_

Vendor's 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: \_\_\_\_\_