



PERALTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS (RFP) AND STATEMENT OF QUALIFICATIONS (SOQ)
TO UPDATE THE EXISTING FACILITIES MASTER - PLAN DISTRICT-WIDE AND
INFORMATION TECHNOLOGY PLAN

RFQ No. 16-17/03

Submittal: (1) original, (1) one digital PDF, and (6) six printed hard copies of the RFP/SOQ copies must be submitted on or before 2:00 PM on October 25, 2016

RFQ/SOQ received after the time and date stated above shall be returned unopened to the vendor.

Addressed to: Peralta Community College District
Purchasing Department
Attn: Marie Hampton
501 5TH Avenue
Oakland, CA 94606

Mark envelope: RFQ No. 16-17/03 – FACILITIES AND TECHNOLOGY MASTER PLAN SERVICES”

MANDATORY PRE-BID MEETING:

DATE: October 13, 2016
TIME: 10:30 P.M.
LOCATION: Office of Physical Plant – Conference Room
333 East 8th Street
Oakland, CA

INQUIRIES:

Questions for further clarification must be submitted in writing by fax or by email to: **Marie Hampton, Director of Purchasing (510) 587-7315; Email:**

For copies of this RFQ/RFP, contact Seraphine Nzomo at 510-466-7225

PERALTA COMMUNITY COLLEGE DISTRICT

RFQ No. 16-17/03

**REQUEST FOR PROPOSALS (RFP) AND STATEMENT OF QUALIFICATIONS (SOQ)
TO UPDATE THE EXISTING FACILITIES MASTER - PLAN DISTRICT-WIDE AND
INFORMATION TECHNOLOGY PLAN**

On behalf of the Board of Trustees at the Peralta Community College District, the Department of Finance Services is accepting sealed submittals of the Statement of Qualifications (SoQs) until **2:00 pm on October 25, 2016** in the Purchasing Department Office at 501 5th Avenue, Oakland, CA 94606. 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 SoQs that best serves the interests of said Peralta Community College District.

By: _____
Ronald Little, Vice Chancellor of Financial Services

**Publication Dates: September 30, 2016 & October 7, 2016,
PERALTA COMMUNITY COLLEGE DISTRICT
16-17/03**

RFQ DUE: October 25, 2016 by 2:00 pm

The Peralta Community College District invites sealed SoQs for:

FACILITIES MASTER PLAN SERVICES DISTRICT-WIDE

Terms of Payment: Lump Sum by % of complete of deliverables.

- 1. Return original of RFP to: Peralta Community College District
Purchasing Department
501 5TH Avenue
Oakland, California 94606
- 2. Prices or fees for the services to be rendered must be quoted.
- 3. Consultant may add additional documentations that best describe the services performed. See statement of qualifications for more information.
- 4. SoQs must include this form, completed and signed by consultants or authorized representative.
- 5. Consultants must attend a mandatory pre-bid Meeting at 10:30 am on October 12, 2016 at 2:00 PM. No proposals will be accepted.

CONSULTANT READ

NO RFP/SOQ PROPOSAL IS VALID UNLESS SIGNED IN INK BY THE PERSON AUTHORIZED TO MAKE THE PROPSAL STATEMENT OF QUALIFICATIONS.

I have read, understand, and agree to the terms and conditions on all pages of this Statement of Qualifications. THE UNDERSIGNED AGREES TO FURNISH THE SERVICES STIPULATED ON THIS RFP/SOQ AS STATED ABOVE.

Company: _____ **Address:** _____

Name (print): _____ **Signature:** _____

Co. Phone No: _____ **Title of person signing:** _____

RFQ: _____

******* OR *******

WE DO NOT WISH TO SUBMIT A RFQ/SOQ ON THIS PROJECT_____.

(Please retain us on the vendors' list.)

Reason for not submitting a RFQ/SOQ:

Company: _____ **Address:** _____

Name: _____ **Signature:** _____

SECTION 1 - GENERAL INVITATION

1.1 Purpose

The Board of Trustees of the Peralta Community College District, Oakland, California, through the Department of General Services, is accepting **RFP/SOQ** from qualified firms, partnerships, and corporations having specific experience in Facilities Master Planning and capacity in the area(s) identified in this Request for Qualifications.

1.2 Inquires

The Peralta Community College District Office of General Services is issuing this **RFP/SOQ**. Unless otherwise directed, all communications regarding this Request for Qualifications should be directed to the Director of Capital Projects, Laura McCarty. Her email is lmccarty@peralta.edu.

1.3 Amendments

The Peralta Community College District may, at its sole discretion, issue amendments to this RFQ/SOQ at any time prior to the time set for receipt of RFP/SOQs. Vendors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP/SOQs. So by returning a signed copy 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 presentation, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP/SOQs or as part of the final Contract. All questions or requests for clarification concerning material terms of the Contract should be submitted in writing.

1.4 Withdrawals or Modification of Offers

Consultants may withdraw their RFP/SOQ at any time prior to the time specified as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel its RFP/SOQ for a period of ninety (90) calendar days after said closing time for the receipt of RFP/SOQs nor shall the successful Consultant withdraw, cancel, or modify its RFP/SOQ after having been notified by the Peralta Community College District that said RFP/RFP has been accepted.

1.5 Acceptance

- A. Any offer received shall be considered an offer that may be accepted or rejected, in whole or in part, by The Peralta Community College District based on initial submission without discussions or negotiations.
- B. Acceptance time, although The Peralta Community College District desires to make an immediate award after negotiations, by submitting an offer in response to this solicitation, the vendor agrees that any offer it submits may be accepted by The Peralta Community College District at anytime within ninety (90) days from the date of submission deadline. Any offer not otherwise extended or accepted within this period may be rejected.
- C. The Peralta Community College 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 Peralta Community College District. Failure of the vendor to provide in its offer any information requested in the RFP/SOQ may result in rejection for non-responsiveness. Failure of the vendor to meet any stated minimums in the RFP/SOQ may also result in rejection for reasons of non-responsiveness.

1.6 Representations

No representations or guarantees of any kind, either made orally, 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. Vendors must rely solely on its own independent assessment as the basis for the submission of any offer made.

1.7 Venue

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Alameda County, California.

1.8 Incurring Costs

The Peralta Community College District is not liable for any cost incurred by vendors in responding to this Request for Qualifications.

SECTION 2 - GENERAL PROVISIONS

2.1 Assignment/Delegation

Neither party hereto shall assign, sublet or transfer any interest in this Agreement (due to merger and acquisition) nor any duty hereunder without written consent of the other, and no assignment shall be of any force or affect whatsoever unless and until the other party shall have so consented.

2.2 Status of CONSULTANT

The parties intend that CONSULTANT, in performing the services herein specified, shall act as an independent CONSULTANT and shall have control of the work and the manner in which it is performed. CONSULTANT 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.

2.3 Indemnification

(a) CONSULTANT 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 CONSULTANT 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 CONSULTANT or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

2.4 Insurance

With respect to the performance of work under this Agreement, CONSULTANT shall maintain and shall require all of its SUBCONSULTANTS to maintain insurance as described below:

General Liability Insurance Required

Before commencing any services under the contract, the vendor shall file Professional Liability Insurance with the Board through the Purchasing Department. The intent of insurance is to protect both the Consultant and the District from exposure to liability. Even though the CONSULTANT may be an individual or a small business, our liability exposure may not be small if something wrong happens. This insurance must cover CONSULTANT for the duration of the contract. The amount of the insurance must not be less one hundred percent (100%) of the contract price during the life of the contract and for the term of one (1) year from the date of acceptance of the work against faulty or improper execution of services and equipment or workmanship that may be discovered during the service period. The insurance shall be issued at the expense of the vendor and shall be maintained by him/her and at his/her expense during the entire life of the contract. It shall be an insurance company or corporation(s) duly and legally licensed to transact business in the State of California.

(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 CONSULTANTs 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 should 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 and Omissions) Insurance for all activities of the CONSULTANT arising out of or in connection with this Agreement is an amount no less than \$500,000 combined single limit for each occurrence 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 DISTRICT."

(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: CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

Self-Insurance: CONSULTANT's right to self-insure is subject to the written approval of the District. As a condition to self-insurance, Consultant shall submit to the District evidence of sufficient financial reserve for self – insurance.

2.5 Method and Place of Giving Notice, Submitting Bills And Making Payments

After the Board of Trustees has approved the contract, CONSULTANT shall maintain a monthly work schedule and original invoices dully signed by the Vice Chancellor of General Services. In addition, receipt must be attached to verify expenditures as approved under the contract. 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
Department of General Service
333 East 8th Street
Oakland, CA 94606

CONSULTANT: (Name and Address)

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.

2.6 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.

2.7 Termination

(a) DISTRICT may terminate this Agreement by giving thirty (30) calendar days written notice to CONSULTANT. In the event DISTRICT elects to terminate the Agreement without cause, it shall pay CONSULTANT for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by DISTRICT by virtue of any breach of the Agreement by CONSULTANT.

2.8 Non-discrimination

CONSULTANT 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 or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

2.9 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 CONSULTANT 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 CONSULTANT thereafter shall be entitled to no compensation whatsoever for the performance of such work.

2.10 Conflict Of Interest

CONSULTANT represents that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONSULTANT further represents that in the performance of this Agreement, no person having such interest will be employed.

2.11 Ownership Of Content

DISTRICT shall be the owner of and shall be entitled to immediate possession of all content provided by DISTRICT and accurate reproducible copies of any correspondence or other pertinent data and information gathered by CONSULTANT prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

2.12 CONSULTANT's Warranty

DISTRICT has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby warrants that all its work will be performed in accordance with generally accepted professional practices and networking standards as

well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT work by DISTRICT shall not operate as a waiver or release.

Published specifications, standards, tests or recommended methods of trade, industry or government organizations apply to the work required by this Request for RFP/SOQ and include, but not limited to the following:

American National Standards Institute (ANSI)
International Standards Organization (ISO)
International Telecommunications Union (ITU)
Institute of Electrical and Electronic Engineers (IEEE)
Telecommunications Industry Association (TIA)
Underwriters Laboratories, Inc. (UL)

Nothing in these specifications shall be construed to permit work not conforming to applicable laws, regulations, rules, ordinances, or industry standards.

2.13 Taxes

CONSULTANT 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, CONSULTANT agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

2.14 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.

2.15 No Third-Party Beneficiaries

There are no intended third-party beneficiaries of this Agreement.

2.16 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.

SECTION 3 – SCOPE OF WORK

Overview:

The Peralta Community College District (District) is seeking the consulting services of a firm or team familiar with the California Community College capital construction programs to provide District-wide facilities master planning and technology services. The District plans to leverage its remaining local General Obligation Bond funds and any other future facility bond funds available to use for the implementation of the modernization construction initiative. The District is looking to select a team and or planning service to integrate all the approved college educational plans into the updated facilities master plan.

Facilities Master-Plan Update:

A facilities masterplan update is needed. The new masterplan should give special attention to College of Alameda and Merritt College. The existing District Facilities Master Plan was prepared and completed by a team lead by WLC Architects Inc. The master plan team also included Beverly Prior Architects, WRT Design BKF Engineers, KPW Structural Engineers, Interface Engineers, and Maas Co. Part of this District-wide Facilities Master Plan Initiative must include the upgrade and integration of Information & Technology Plan (IT) as it relates to Facilities Planning and infrastructure throughout District. The District looks to the new master plan to address urgent needs and planning initiatives that are dependent or are a direct result of the District- Wide Educational Master Plan Upgrade.

The anticipated end- products of this update should be:

- An updated and prioritized facilities health and safety assessment for each District site
- District-Wide Infrastructure and Technology needs Assessment by site
- District-Wide Infrastructure Plan by site
- Architectural, Landscaping, Planning, and Design Standards

Deliverables should include:

- A suggested Project Priority Plan, including project schedules, and program and construction budgets scalable to available funding
- Recommendations and plans to modernize existing facilities
- Recommendations and plan for new facilities projects
- Campus site plans and land use recommendations
- Recommendations suggesting how the District may accommodate projected growth
- Operation and Maintenance Program for new and existing modernized facilities

Therefore, the District requires an experienced facilities master planning firm that will report directly to the Vice Chancellor of General Services and/or the Director of Capital Projects or designated representative when providing the following deliverables:

- Close coordination with the educational master planner during the Strategic Educational Plans development process.
- Recommended facilities plans that support the upgraded Educational Master Plans, assure that facilities are modernized and expanded including technology infrastructure to accommodate growth, and improve the physical plants so that they are attractive and capable of supporting the District's educational mission.
- Master Plan drawings depicting utility systems and technology infrastructure utility for proposed new facilities.

- Cost estimates and budgets to modernize infrastructure and scalable for bond utility systems.
- Environmental Scan Data scalable for bond proceeds received and technology
- A program budget, specific project construction budgets, and schedule plans for program implementation. Prioritized and scalable aligned with available funding.
- A plan(s) and budget recommendations for addressing deferred and on-going maintenance and related components including technology and staffing, etc.

District's Role:

The role and responsibilities of the District in this initiative are to:

- Select, hire and oversee the Facilities Master Planner and/or Program Management firm and administer the associated agreement
- Select and hire the consultant administer the associated agreement(s).
- Select and hire the Construction Management firm(s) and administer the associated agreement(s).
- Review and approve the Program budget(s) and schedule(s)
- Designate a representative with the authority to act with respect to daily Facilities Planning and Program Management activities
- Cooperate with the Facilities Planner, Program Manager, Construction Manager, and Architectural firm(s)
- Require and monitor overall adherence to plans, budgets and schedules
- Conduct performance and financial audits
- Assist with contracts and change orders.
- Provide program management services for project implementation when needed.

District Rights:

The District reserves the right to award one (1) or more contracts or no contracts to this solicitation, and to amend the RFP/SOQ and the RFP/SOQ process, or to discontinue the process at any time.

The District reserves the right to negotiation the final contract amount.

The District may request to meet with the Respondents named representative to request answers and clarifications or it may request that the Respondent answer specific questions in writing, or to make a presentation to the District staff or its Board of Trustees. All RFP/SOQ and submitted materials become the property of the District and will be considered a part of public record.

Please freely utilize the following reference to the 2009 District-Wide Facility per college:

Berkeley City College: http://web.peralta.edu/general-services/files/2011/07/BCC_3-6-09_REVISIED_FINAL_DRAFT_BCC_Master_Plan.pdf

College of Alameda:

http://web.peralta.edu/general-services/files/2011/07/COA_3-6-09_REVISIED_FINAL_DRAFT_COA_Master_Plan.pdf

Merritt College: http://web.peralta.edu/general-services/files/2011/07/Merritt_3-6-09_REVISIED_FINAL_DRAFT_Merritt_Master_Plan.pdf

Laney College: http://web.peralta.edu/general-services/files/2011/07/Laney_3-6-09_REVISIED_FINAL_DRAFT_LaneyMasterPlan.pdf

District Administration Complex: http://web.peralta.edu/general-services/files/2011/07/District_3-6-09_REVISIED_FINAL_DRAFT_District_Master_Plan.pdf

Education Master Plan

Vision Education Master Plan 10.3.14: <http://web.peralta.edu/general-services?cx=012637922387224616390%3Awqiao4aycky&cof=FORID%3A11%3BNB%3A1&ie=UTF-8&s=Search&q=education+master+plan&sa.x=14&sa.y=11>

Peralta Community College District – 2015 Strategic Plan:

<http://web.peralta.edu/strategicplan/files/2009/02/Final-Complete-2015-Strategic-Plan-4-29-15.pdf>

Background:

The District consists of four colleges and the District Office:

Berkeley City College (Formerly Vista College)

Just two blocks from the University of California, Berkeley, the energetic urban campus of Berkeley City Community College stands on the cutting edge of community college education. University preparation and occupational training classes form the core of Berkeley City Community College's curriculum, which also features model programs in fields as diverse as American Sign Language, Biotechnology, and Multimedia. A special arrangement allows students to complete lower-division requirements in evening and Saturday classes on the U.C. Berkeley campus. Respected academicians and successful entrepreneurs, Berkeley City Community College represents a broad cross-section of the Bay Area's ethnic, cultural, and economic communities. With more than 4,000 students, Berkeley City Community College studying amid the Bay Area's opportunity-rich culture of innovation, are sure to be up to all tomorrow's challenges.

College of Alameda (COA) and College of Alameda Air Facility:

College of Alameda, California's only community college located on an island, is situated on a beautiful park-like campus and offers the quiet of a suburban setting in a bustling urban environment. Founded in 1970, College of Alameda has served more than 200,000 students and enjoys a well-deserved reputation for the excellence of its academic, vocational, and student-support programs. A range of unique classes awaits you at College of Alameda, including

Aviation Maintenance Technology, Apparel Design, Automotive Technology, and various ESL programs. College of Alameda is nationally recognized for the innovative ways that it meets the educational needs of a complex, diverse, and dynamic community.

Laney College:

Laney College, in the heart of vibrant, multicultural downtown Oakland, features the cosmopolitan atmosphere and human energy of a big-city university. Across the street from the Oakland Museum of California, blocks from historic Chinatown, and a pleasant stroll from both Lake Merritt and the Oakland Estuary, Laney gives its 15,000-plus students ready access to the city's formidable intellectual, cultural, and natural resources. With renowned programs in such fields as Journalism, Culinary Arts, Mathematics, Machine Technology, and Ethnic Studies, Laney has been a leader in academic and vocational education for decades. A talented faculty and dedicated staff, not to mention a new state-of-the-art technology center, ensure that Laney will remain at the forefront of Information Age community education for years to come.

Merritt College:

Nestled in the hills above San Francisco Bay, Merritt College offers students the opportunity to study in one of the most dramatic natural settings in Northern California. With a panorama that includes the Golden Gate Bridge and the Pacific Ocean, Merritt's striking vistas provide a breathtaking backdrop for a packed roster of first-rate academic and vocational programs. Merritt, minutes from the East Bay's busiest commercial centers, boasts acclaimed programs in Community Social Services, Registered Nursing, Child Development, Nutrition and Dietetics, Environmental Studies, and Landscape Horticulture. Merritt's 8,000 students benefit from a diverse, sophisticated and startlingly beautiful learning environment, as well as excellent student-support services and a dedicated faculty and staff.

Peralta District Office:

The Peralta Community Colleges District Office is located on the Lake Merritt Estuary. On 9.0 acres in the heart of downtown Oakland, the District complex consists of four main buildings and portables housing the District Administration Center, Admissions and Records, Purchasing, Physical Plant and the main Warehouse.



SECTION 4:

Schedule FOR SELECTION OF THE FACILITIES MASTER PLANNER

The following projected time-table and procedures describe selection of the education and facilities master planning firm who will assist the District in developing District-Wide Master Plans:

Projected Time Table:

EVENT	DATE
Issue Request for Qualifications RFP/SoQ	September XX,2016
Mandatory Meeting	October 12, 2016
Last Day to Submit Questions	October 14, 2016
Addenda	October 19, 2016
RFP Submittal Deadline	October 25, 2016
<p>Note: All dates are subject to revision by the District. Nothing herein binds or shall be construed as binding the Peralta Community College District.</p>	

Procedures:

- The responses to the RFP/RFQ must be submitted to the District on September XX, 2016, no later than **11:00 AM at the Purchasing Department, 501 5th Street, Oakland, California.**
- The Peralta Community College District does not guarantee that an interview will take place. Peralta Community College District reserves the right to select a consultant based solely on the information provided the response to the RFQ.
- The District must obtain approval from the Peralta Community College Board of Trustees to enter into a contract or agreement with the vendor for this project. District is not required to inform vendor until after selection is completed.

Participation and Opportunities

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.

Section 508 Technology Accessibility

"Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, and California Government Code Section 11135 incorporating Section 508. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Peralta Community College District using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination with this agreement."

Instructions for Submitting Request for Qualifications RFQ No. 16-17XX Facilities Master Plan Service, District-wide.

Statement of Qualifications shall be submitted in both hard copy and digital PDF form no later than **11:00 AM on October xx, 2016** . Please submit **(1) one original, (6) six** hard copies, and one (1) digital PDF of the SoQs to:

**Peralta Community College District
Purchasing Department
Attn: Marie Hanpton
501 5TH Avenue
Oakland, CA 94606**

Your Statement of Qualifications should minimally include the following:

- One Page Cover Letter
- Table of Contents
- Firm Overview-Executive Summary
- General Information
- Name, address, phone, fax, email, and website address
- Date the firm was established under the name given
- Type of ownership, legal structure, and Federal ID# firm
- Brief history of firm
- Professional services provided
- Personnel: Provide resumes for all proposed personnel; include their license(s) and office address.
- List of proposed sub-consultants, if any
- Community College Facilities Master Planning Experience
- Community College Planning, Design and Project/Bond Management Experience
- Other clients
- List of references
- Current fee schedule
- You are invited to include information and certifications not listed above which you feel may be useful.
- Complete, sign, and date the **CERTIFICATION - REQUEST FOR INFORMATION (16-17/03)**, enclosed with this RFQ.

Note: By virtue of submission, the CONSULTANT declares that all information provided in the Statement of Qualifications is true and correct.

The District reserves the right to reject any and all Qualifications Statements received as a result of this request; to waive any irregularities or required formalities; to extend the submission deadline; or to amend or cancel, in part or entirety, this request for qualifications, if it is in the best interest of the District.

Cost of Preparation of RFQ Statements:

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

District Contact for Questions Concerning Submission of RFQ:

Except as noted below, applicants are requested not to contact the District's Department of General Services staff, consultants, or board members in connection with the selection process.

Questions concerning submission of Qualifications Statements for facilities master planning services must be submitted in writing by fax or email to:

Laura McCarty
Director of Capital Projects: (510) 567-7865
Email: lmccarty@peralta.edu

SECTION 5 - SELECTION CRITERIA RFQ16-17/XX

Selection Criteria: The following criteria will be used for evaluation and assessed as follows:

Selection Criteria Evaluation Form - Paper Screening

Evaluator: _____ Date of Evaluation: _____

RFQ Submitted by: _____

Rating Category	Maximum Points	Score
1. Relevant past project experience including technology - past client satisfaction; commensurate size and scope; demonstrated commitment to a collaborative style; cost control timely project delivery	20	
2. Organizational capacity - available staff resources; ability to perform numerous projects at the same time, internal support mechanisms and resources; and the ability to begin work within seven (7) days of the contract award.	15	
3. Qualifications - Professional background and experience of team members / firm(s).	20	
4. Approach - Understanding of requested services; description of how work will be performed.	20	
5. Local participation - Alameda County, Port of Oakland, City of Oakland, and Universal SLBE and SELBE certified companies headquartered in the service areas that include the cities Oakland, Berkeley and Alameda (20% of project)	15	
6. Proposed fee schedule	10	
Final Rating	100	

Interview Evaluation Form – Facilities Master Planning Services RFQ 16-17/XX

Evaluator: _____

Date/Time: _____

Firm Name: _____

Firm Members Present:

1. _____ 2. _____

3. _____ 4. _____

In this section, each question is worth two points for a total of 100.

Questions:	Clarity of Answer	Completeness of Answer	Chemistry	Subjective	Final Rating
1. Why do you want to be the Facilities Master Planner for the Peralta Community College District?					
2. Describe your experience with other California Community College.					
3. Describe your approach to a collaborative management style that is sensitive, respectful, and effective interaction with a diverse community.					
4. What is your firm’s approach to incorporating the Educational Master					

Plan into the Facilities Master Plan?					
---------------------------------------	--	--	--	--	--

2

Interview Evaluation Form – Facilities Master Planning Services RFQ 16-17/XX

Questions:	Clarity of Answer	Completeness of Answer	Chemistry	Subjective	Final Rating
5. Describe your approach to furnishing cost estimates to modernize the District’s existing facilities.					
6. Describe your approach to developing a process for bond fund accountability establish construction budgets, construction schedules, and construction management plans for the proposed district-wide program.					
7. Address staffing needs, deferred maintenance, develop design standards that will incorporate environmental sustainability and energy efficiency.					
8. How do you view the facilities master planner’s relationship with the District?					
9. What previous clients did you have that did not have successful master plans and why?					

<p>What would you recommend to mitigate those types of problems if Peralta was experiencing them?</p>					
<p>10. Describe your familiarity with technology infrastructure as it relates to facilities master planning. Provide examples.</p>					

2
Final Rating: _____
Notes:

CERTIFICATION

REQUEST FOR QUALIFICATIONS – RFQ No. 66-07/32

I certify that I have read the attached **Request for Qualifications 13-0/32 – Facilities Master Planning Services, District-wide**, and the instructions for submitting an RFQ. I further certify that I must submit one 1) original, four (4) hard copies, and one digital PDF of the firm’s response to this request and that I am authorized to commit the firm to the RFQ submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

**If you are bidding
as a corporation, please provide
your corporate seal here:**

SECTION 6 - AGREEMENT AND FORMS

Statement of Equal Employment Opportunity

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

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 and gender workforce composition of your company for the contract work.
- b. Actual racial and gender workforce composition of SUBCONSULTANTS 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

**Peralta Community College District
 VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE**

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-	Filipino	Latino (other than Mexican or Mexican-American)	Mexican or Mexican-American	Native – American	Pacific Islander, other Asian	White	Handicapped	Vietnam-Veteran	Women
Total #											
% of assets											

The District is identifying vendor workforce as follows:

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

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

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

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

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

	3.

Total # of Employees _____

Local Office(s) Address/Telephone	1.
(List all as applicable)	2.
	3.

Total # of Employees _____

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

SMALL LOCAL BUSINESS ENTERPRISE/SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

1. Forms to be submitted: The following list includes the forms that the prime Consultant must submit with each bid:
 - a. FORM 4: SLBE/SELBE SELF-CERTIFICATION AFFIDAVIT (IF APPLICABLE)
 - b. FORM 8: SLBE/SELBE BID DISCOUNT APPLICATION FOR SERVICES AND GOODS

2. **Definition of 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 firms for the past three consecutive years. The business location must meet the following criteria:
 - a. 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.
 - b. 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.
 - c. 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) that evidences the applicant's address in 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.
 - d. To demonstrate SLBE status, a firm must submit with their bid one of the following:
 1. Alameda County Small Local Business and/or Emerging Local Business Certification and a business license from a city in the District's market area
 2. City of Oakland Small Local Business Enterprise Certification
 3. Port of Oakland Very Small Business Enterprise (VSBE) Certification and a business license from a city in the District's market area
 4. Firms that meet the District criteria for an SLBE can complete the self-certification affidavit (Form 4) signed under penalty of perjury. Firms claiming SLBE status in the self-certification affidavit will be required to submit proof 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

3. **Definition of 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. The business location must meet the following criteria:
 - a. 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.
 - b. 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 in the employ of the business.
 - c. 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) that evidences the applicant's address in 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.
 - d. To demonstrate SELBE status, a firm must submit with their bid one of the following:
 1. Alameda County Emerging Local Business Certification and a business license from a city in the District's market area
 2. Port of Oakland Very Small Business Enterprise (VSBE) Certification and a business license from a city in the District's market area
 3. Firms that meet the District criteria for an SELBE can complete the self-certification affidavit (Form 4) signed under penalty of perjury. Firms claiming SELBE status in the self-certification affidavit will be required to submit proof residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contracts to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firms tax returns for the past three consecutive years
4. **SLBE/SELBE Bid Discount Application for Services and Goods (Form 8):** Prime CONSULTANTS submitting a bid who wish to benefit from the SLBE/SELBE bid discount must submit this form. If Form 8 is not completed and returned with the bid, the Consultant cannot receive a bid discount.
5. **SLBE/SELBE Self-Certification Affidavit (Form 4):** Firms that meet the District criteria for an SLBE or SELBE may complete this self-certification affidavit signed under penalty of perjury. This self-certification affidavit states that the business meets the size standards and location requirements of a SLBE or SELBE as set forth by the District.

PART 2 - SLBE/SELBE AND SELBE FORMS

1. FORM 1 - SLBE/SELBE BID DISCOUNT APPLICATION

The District will use bid discounts to provide for an SLBE and SELBE preference in construction, personal and professional services, goods and maintenance, repairs, and operations where responsibility and quality are equal. The maximum bid discount will be five percent of the bid amount of the lowest responsible bidder. Bid discounts will be assessed as follows:

Certification Status	Bid Discount
SLBE Prime CONSULTANT	3% of lowest bid
SELBE Prime CONSULTANT	3% of lowest bid

If you wish to claim one of the above bid discounts, complete this form and return it with your bid. Failure to complete and return this form will result in denial of the bid discount on this contract. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. **Bidders may only claim one of the above discounts.**

1. Category Claimed: (Check applicable box)

Certification Status	Discount Claimed
A. SLBE Prime CONSULTANT	
B. SELBE Prime CONSULTANT	

2. Project Name: _____

3. Bid Date: _____

4. Prime CONSULTANT:

Name: _____

Address: _____

City: _____ State: ____ Zip: _____ County: _____

By: _____

Signature of Authorized Person

Please type or print name

Firms that meet the District criteria for an SLBE or SELBE may complete this self-certification affidavit signed under penalty of perjury. This self-certification affidavit states that the business meets the size standards and location requirements of a SLBE or SELBE as set forth by the District.

The District defines a **Small Local Business Enterprise (SLBE)** as a for-profit enterprise that:

- § Operates in the market area served by the District,
- § Is independently owned and operated, and performs a commercially useful function
- § Is a small business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, 3 million dollars for architecture, engineering and professional services firms or 6 million dollars for all other firms, for the past three consecutive years.
- § Meets the following geographic location requirements:
 1. The business must be located at a fixed, established commercial address located in the District's market area of Alameda, Albany, Berkeley, Emeryville, Oakland, or Piedmont that constitutes the business location at which work of an administrative, clerical, professional, or productive nature is performed relative to its contracts, and not a temporary or movable office, a post office box, or a telephone answering service.
 2. 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 in the employ of the business.
 3. 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) that evidences the applicant's address in 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.

The District defines a **Small Emerging Local Business Enterprise (SELBE)** as a for profit enterprise that:

- § Operates in the market area served by the District
- § Is independently owned and operated, and performs a commercially useful function
- § Is a small business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years
- § Meets the following geographical location requirements
 1. The business must be located at a fixed, established commercial address located in the District's market area of Alameda, Albany, Berkeley, Emeryville, Oakland, or Piedmont that constitutes the business location at which work of an administrative, clerical, professional, or productive nature is performed relative to its contracts, and not a temporary or movable office, a post office box, or a telephone answering service.

2. 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 in the employ of the business.
3. 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) that evidences the applicant's address in 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.

Category Claimed: (Check applicable box)

Certification Status

Status Claimed

Small Local Business Enterprise

Small Emerging Local Business Enterprise

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
3. I acknowledge and have been advised and hereby agree that my firm will be required to 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.
4. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Signed

Date

Printed or typed name

Title

Name of Company

Telephone

Fax

AGREEMENT FOR SERVICES

**THIS AGREEMENT, made on _____, 2006, by and between the
PERALTA COMMUNITY COLLEGE DISTRICT, hereinafter called "DISTRICT",
and _____,
a duly qualified Consultant in the area of Facilities Master Planning
hereinafter called "CONSULTANT".**

The DISTRICT and CONSULTANT hereby agree as follows:

1. Description of Services: CONSULTANT agrees to provide services to DISTRICT as set forth in Scope of Work.
2. Contract Documents: The contract documents consist of the Agreement for Consulting Services and, if in existent, the General Provisions, specifications, drawings, specific and or general conditions, attachments, and completed insurance forms.
3. Compensation: As full compensation for all services contemplated by this Agreement, CONSULTANT shall be recompensed by payment of \$ _____ on a _____ basis on the 10th of the month following the month of service provided.
4. Term of Agreement: The term of this Contract shall be from _____ to _____ inclusive, subject to the provisions of Section 7 of the General Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

By: _____

DISTRICT

By: _____

CONSULTANT

THE CONSULTANT (S) SHALL ACKNOWLEDGE ALL AMENDMENTS TO THE SOLICITATION, AND COMPLETE THE FOLLOWING INFORMATION WITH THE SUBMISSION OF THE RFQ.

Acknowledgements of Amendment(s):

Amendment number: _____

Date and time received: _____

By: _____ Date: _____

Manual Signature of Agent(s)

NON-COLLUSION AFFIDAVIT

To Accompany Statement of Qualifications:

TO: THE PERALTA COMMUNITY COLLEGE DISTRICT

The undersigned, in submitting a response for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Work to be done: RFQ No.06-07/32 - Facilities Master Planning Services, District-wide

Name: _____

Signature of Bidder: _____

Title _____

Business Address: _____

Place of Residence: _____

Subscribed and sworn to before me this _____ day of _____, 2006.

_____ Notary Public

in and for the County of _____,

State of California.

My commission expires: _____.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

TO: THE PERALTA COMMUNITY COLLEGE DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I will comply with such provisions before commencing the performance of the work under this contract and submit the necessary evidence of workers' compensation to Peralta Community College District.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the Peralta Community College District, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees, placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the CONSULTANTS' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the CONSULTANT's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract

may be canceled, terminated or suspended, in whole, or in part and the Consultant may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

(7) The Consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a SUBCONSULTANT as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The Consultant hereby certifies that it does not or will not maintain segregated facilities, not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of _____ does hereby represent, warrant and agree to the following statement:

"All financial, statistical, personal, technical or other information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure"

Date: _____

Firm Name: _____

By: _____
Signature of Authorized Officer