



Peralta Community College District

REQUEST FOR PROPOSAL 18-19/14 Material Testing and Special Inspection ("MTSI") Services at College of Alameda

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

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

Proposal Information

Proposal Description	Material Testing and Special Inspection ("MTSI") Services, Increment 2
Project Type	Public Works
License Requirement	DSA Certified
Proposal Number	18-19/14
Proposal Issued	November 2, 2018
Department	Department of General Services, Capital Projects
Scheduled Publication Dates	November 2, 2018 November 9, 2018
Pre-Proposal Meeting Date and Location	There is no pre-proposal meeting for this solicitation.
Proposal Due Date	November 20, 2018 at 11:00 A.M.



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Instructions for Submitting Proposals

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

Questions about the Request for Proposals

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

Contact	Seraphine Nzomo Email: snzomo@peralta.edu
Question/RFI Due Date	November 13, 2018 at 11:00AM
Response Date	November 14, 2018

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 proposals 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.



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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.

Sadiq B. Ikharo, Ph.D.
Vice Chancellor for General Services



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Attachments:

Title		Must Be Returned with Proposal	Must Be Provided Prior to Award
1	Vendor Questionnaire and Certificate by Compliance	Yes	
2	Environmentally Sustainable Procurement	Yes	
3	Certificate Regarding Workers’ Compensation	Yes	
4	Statement of Equal Employment Opportunity	Yes	
5	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	No	
6	SLBE/SELBE Self Certification Affidavit	Yes, if applicable	
7	Non-Collusion Affidavit	Yes	
8	General Provisions	No	
9	Acknowledgement and Signature Form	Yes	
10	Sample Agreement for Professional Services	No	
11	DSA 103	No	
12	Design Documents 12A: DSA Approved Increment 1 12B: DSA Submitted Increment 2	No	



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I. Project Overview

The Peralta Community College District (District) is seeking Proposals from firms qualified to provide Material Testing and Special Inspection (“MTSI”) services **for Increment 2** (entire project, minus Increment 1) during the **construction phase** of The New Center for Liberal Arts (“NCLA”). NCLA is a design-build public works project, subject to DSA inspection requirements, located on the main campus of the College of Alameda (“COA”), at 555 Ralph Appezato Parkway, in Alameda, California.

The project site is an open area of the campus with frontage on Webster Street. The three story, 53,000 SF, building will be Type II-A non-combustible, protected construction.

Fieldwork for Increment 1 is already in progress. Some fieldwork for Increment 2 has been re-scheduled to overlap in time with fieldwork for Increment 1 and some fieldwork for Increment 1 may be re-scheduled to overlap in time with fieldwork for Increment 2. The scope differentiation for inspection contract purposes will be resolved after the award of Increment 2. The Increment 2 DSA IOR shall start work as soon as the professional services contract is in place, currently anticipated to be early December 2018.

Increment 2 generally includes the entire project, minus Increment 1. Increment 1 generally includes the site demolition and clearing, re-routing of existing underground utilities, installation of points of connection for utility tie-in during Increment 2, modifications to existing emergency vehicle access, fire hydrants, subgrade preparation, and import and placement of fill to develop the building pad.

The Material Testing and Special Inspection firm will provide material tests and special inspections listed as “GE” on the DSA-103 but geotechnical engineer of record services will continue to be provided by the Design-Builder.

The Material Testing and Special Inspection contract will be issued on a time & materials, not-to-exceed basis.

END OF SECTION 1



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II. Scope of Services

1. Provide Material Testing and Special Inspection services per DSA requirements, including items listed as “GE” on the DSA-103 form. Geotechnical Engineer of Record services will continue to be provided by the Design-Builder and not by the Material Testing and Special Inspection firm.
2. Provide material testing and special inspection services beyond minimum DSA requirements when requested by the District to ensure compliance with District requirements that are not associated with DSA requirements or which exceed minimum DSA requirements.
3. Provide other professional services of a licensed geotechnical engineer if requested by the District, to the extent requested.
4. Attend regularly scheduled and ad hoc project meetings when requested.
5. Coordinate closely with Design-Builder and District’s Project Manager (and District’s Project Manager’s designee, if applicable) to ensure that services are provided in a cost-effective manner.
6. Identify the MTSI Project Manager at award of contract. The MTSI Project Manager shall be selected from the individuals presented in the Proposal. Assignment shall be continuous for the entire duration of the work. Changes or substitutions of MTSI Project Manager require written permission from the District in advance of deployment. Requests for changes or substitutions shall be in writing, shall include an explanation of why the assigned personnel is unavailable, why other individuals proposed (if any) are unavailable, and shall present the qualifications of potential substitute personnel with direct comparison to the qualifications of potential MTSI Project Manager personnel identified in the Proposal. Substitute personnel shall possess qualifications equal to or exceeding those of the individuals presented in the Proposal, as determined by the District, without additional cost to the District.
7. The MTSI Project Manager shall be the single point of contact for the Design-Builder and for the District’s Project Manager (and the District’s Project Manager’s designee, if applicable). The MTSI Project Manager shall have direct, comprehensive, and current knowledge of the MTSI contract with the District, the design and related Design-Build contract documents, the status of the fieldwork, and associated material testing and special inspection results at all times.
8. This MTSI contract will be managed by the District’s Project Manager (and their designee, if applicable). All communication and work product shall be copied to the District’s Project Manager (and District’s Project Manager’s designee, if applicable). All items requiring action by the Owner shall be submitted to the District’s Project Manager (and the District’s Project Manager’s designee, if applicable), with the action request clearly identified.

END OF SECTION 2



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III. Submission Requirements

Respond to the following submission requirements clearly and concisely. PCCD will use these responses to evaluate capabilities and experience. Provide and label responses in the order presented below. Individual sections of the Proposal may be separately evaluated (ensure each section contains all of its required information). Failure of Proposer to provide any information requested in the RFP may result in rejection for non-responsiveness.

Submittal Format:

Page limit for items #1 through #5 and #10 = **10 pages** single-sided, or 5 pages double-sided, total. See below for which sections are subject to the page limit.

Narrative formatted to print on 8 ½" x 11" paper, with text font no smaller than 10 point.

Charts may be formatted to print on 11" x 17" paper, with text font no smaller than 10 point.

1. Company Information/Executive Summary and Letter of Interest:

- a. Cover Letter
 - a. Highlights of Proposal – experience, interest, availability.
- b. Information Regarding Entity Submitting the Proposal
 - a. Company name (and local/parent company name, if different)
 - b. Physical business address, company website, company phone for contracting office (and local/parent office, if different)
 - c. Federal Tax ID number
 - d. Names and titles of current owner(s), officers, and key personnel
 - e. Brief history of company, including years in business, changes in ownership, years at local office, previous business names (if any).
 - f. Primary contact person regarding this Proposal prior to award
 - i. Name
 - ii. Email Address
 - iii. Direct Phone
 - iv. Primary Office (physical location)
 - g. Business and professional licenses
- c. Information Regarding Partnerships, Sub consultants, Subcontractors, and/or Vendors
 - a. Similar to (b), above.



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2. **Successful Experience Performing Similar Work:** Identify the no less than 3 projects, and no more than 5 projects, as the most relevant experience. Provide the following information for each project:
 - a. Name, location, date.
 - b. Brief description of project.
 - c. Explanation of relevance.
 - d. Identify individual and entity participation.
 - i. Names of Proposer’s employees associated with project, brief description of role(s), indicate whether experience is associated with previous employer. Highlight participation by proposed Lead Project Inspector(s).
 - ii. Names of partner, sub consultant, subcontractor, and/or vendor entities associated with Proposal, if any. Provide names of current employees associated with project, brief description of role(s), indicate whether experience is associated with previous employer.
 - e. Name of project owner, contact name, phone, email.
 - f. Name of lead design firm, contact name, phone, email.
 - g. Name of general contracting firm, contact name, phone, email.

3. **Project-Specific Work Plan:** Describe composition and structure of project-specific team. Describe tasks and work schedule. Identify highest priority tasks and/or challenges for the project and how they will be addressed. Differentiate between minimum required scope of work and recommended scope of work. Cross-reference to Fee Proposal (see below). Include a statement describing availability of proposed personnel to perform the work of this contract.

4. **Qualifications of MTSI Project Manager and Other Personnel After Award:** Provide the name and qualifications of at least one and not more than three individuals proposed to be the MTSI Project Manager after contract award. See also Section II regarding the role of the MTSI Project Manager. Provide the name and qualifications of other major members of the MTSI technical team.

5. **Fee:** Provide a Time-and-Materials-Not-to-Exceed Fee Proposal to provide the complete scope of work described in this RFP.
Provide a Schedule of Values including each of the following as a separate line item:
 - a. DSA required activities, cross-referenced to Work Plan (see above), estimated quantity of hours, estimated total cost.
 - b. Other recommended activities, cross-referenced to Work Plan (see above), estimated quantity of hours, estimated total cost.



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- c. Recommended contingency to be used for additional activities that may be required or recommended, based on experience with similar projects.
 - d. Unit costs to support additions and deletions from the scope of work.
6. **Debarment:** Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.
7. **Environmentally Sustainable Procurement:** It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. Does your product or service promote the District’s Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District’s goal. If your product or service does not directly meet the District’s goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District’s Environmentally Sustainable Procurement goal.
8. **SLBE:** Complete the Small Local Business Entity/Small Emerging Local Business Entity Form (see Section VI Attachments) and submit with Proposal if applicable. Pages in this section are excluded from the page limit.
9. **Other Required Forms:** Submit all other required forms with Proposal (see list in Table of Contents/Attachments, above, and Section VI Attachments, below). Pages in this section are excluded from the page limit.
10. **Other Information (optional):** This section can be used to provide additional information, subject to the page limit.

END OF SECTION 3



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IV. Evaluation Criteria

The Peralta Community College District must be assured that the Proposer selected for award of contract 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 Proposer, any information that the Peralta Community College District deems necessary to determine the Proposer’s capabilities. If such information is required, the Proposer will be notified and will be permitted five (5) working days to submit the requested information.

In making a recommendation for award of contract, the District will evaluate a number of factors in combination, weighted as indicated below.

A. Selection Criteria:

Submissions will be scored according to the following:

Item	Criteria	Maximum Points
1	<u>Successful Experience Performing Similar Work</u>	30
2	<u>Work Plan</u>	20
3	<u>Qualifications</u>	15
4	<u>Fee Proposal</u>	15
5	<u>Completeness, Communication Skills</u>	10
6	<u>Environmentally Sustainable Procurement</u>	5
7	<u>SLBE</u>	5
	Total	100

B. Selection Procedure:

An evaluation committee will score all Proposals according to the selection criteria above.



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The District may, at its discretion, invite one or more Proposers with the highest score(s) to an interview at the District Office, and/or request additional information to support the evaluation process.

The Proposal with the highest score will be recommended for award of contract. Award of contract is subject to approval by the District's Board of Trustees.

C. Negotiation of Fee and Scope:

Following the selection process and prior to award of contract, the District may choose to negotiate revisions to the scope of work and fee proposal with the Proposer recommended for award by the evaluation committee. If an agreement on fee and scope cannot be reached in a timely manner, the District may pursue an agreement with the next highest scoring Proposer.

END OF SECTION 4



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V. Additional Requirements

A. Cost of Participation in Selection Process

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

B. District Rights

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

C. Law Compliance

The Proposer must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local governments which may in any way affect the preparation of proposals or the performance of the contract.

D. Public Records

Except for materials exempted from disclosure such as Trade Secrets (as defined in California Civil Code 3426.1) that are specifically marked “Confidential” or “Proprietary”, all material submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The District is not liable or responsible for the disclosure of RFP Responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to the RFP, each Proposer agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials.

E. Proposal Considerations

The District 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 the District shall be that of independent contractor and not deemed to be agent of the District.

H. Taxes

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



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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 Vendor shall be responsible for any and all damages to the District's premises resulting from the negligent acts or willful misconduct of the Vendor's agents or employees.

K. Contract Termination

The District 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 the District and the Vendor.

L. Award Consideration

Award of contract will be based on the information provided as a result of this RFP.

M. Amendments

The District may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. Proposers are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The 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 Proposer may modify or withdraw their Proposal in writing at any time before the deadline for submission of Proposals.

O. Acceptance

Any Proposal 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 fee. The Board will award the contract to the Proposer selected through the competitive process outlined in this RFP.



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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. Proposers must rely solely on their own independent assessment as the basis for the submission of any offer made.

END OF SECTION 5



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VI. Attachments

See Table of Contents (prior to Section I) for complete list of Attachments. Attachments #1 through #10 appear in this file, below. Attachment #11 and #12 are in separate files.



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VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

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

Date: _____

Firm Name **Telephone**

Business Fax **Email Address** **Website**

Street Address **City/State** **Zip Code+ 4®**

Mailing Address **City/State** **Zip Code + 4®**

Type of Organization (Check one) **Individual** **Partnership** **Corporation**

Name of Owner(s) **State of Incorporation (if applicable)**

Name of Partners **(I) Indicate (G) General (L)Limited**

Local Address

Amount of Annual Business



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The District is identifying vendor ownership as follows:

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

The District is identifying vendor workforce as follows:

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

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

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



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

--

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

Total # of Employees _____

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

Total # of Employees _____

Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract (Please use the Zip+4®) Use separate sheet as Necessary	1. 2. 3. 4. 5. 6.
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I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Contractor Name: _____ Title: _____

Authorized Signature: _____ Date: _____



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CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

- (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.)



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Statement of Equal Employment Opportunity

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

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

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

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

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

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

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

BY: _____
Date

Print Name



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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



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- 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.



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**Material Testing and Special Inspection ("MTSI") Services at
College of Alameda**

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

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

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

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

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

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

RFP Number: _____ RFP Name: _____

Signed

Date

Printed or typed name

Title



PERALTA COMMUNITY COLLEGE DISTRICT

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**Material Testing and Special Inspection ("MTSI") Services at
College of Alameda**

NON-COLLUSION AFFIDAVIT

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

State of California, County of _____

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

says that he or she is (title) _____ of

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

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

Date: _____ Signature: _____



PERALTA COMMUNITY COLLEGE DISTRICT

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Material Testing and Special Inspection ("MTSI") Services at College of Alameda

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" or "District").

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

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

3. **INDEMNIFICATION:**

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

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

4. **INSURANCE:** With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

A. INSURANCE REQUIREMENTS

The Contractor shall maintain in full force and effect and cause its subcontractors to maintain, for the period covered by the Contract, the following insurance:

1. Comprehensive or commercial general liability insurance with limits not less than \$1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), broad form property damage, products liability, and completed operations.
 - a. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general



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aggregate limit, such annual general aggregate limit shall be two times the occurrence limits stipulated.

- b. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract, and without lapse, for a period three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
2. Comprehensive or business automobile liability insurance with limits not less than \$1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles, as applicable.
3. Workers' Compensation, including Employers' Liability Insurance with limits not less than \$1,000,000 each accident, occurrence or disease and \$1,000,000 aggregate.
 - a. The Workers' Compensation Insurance shall cover any compensation payable under the provisions of the act of legislature of the State of California, known as the "Workmen's Compensation Insurance and Safety Act" approved May 26, 1913, and all acts amendatory and supplemental thereto. If the Contractor fails to maintain such insurance, the District, at its sole option and without incurring any further obligation to provide insurance, may take out Workers' Compensation Insurance to cover any compensation payable under the provisions of the Act by reason of any employee of the Contractor being injured or killed, and to deduct and retain the amount of the premium for such insurance from any sums due the Contractor. If the injury occurs to any employee of the Contractor for which the employee, or its dependents in the event of its death, is entitled to compensation from the District under the provisions of said Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under these Contract Documents an amount sufficient to cover such compensation, as fixed by said Act, until such compensation is paid; and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.
 - b. The Contractor shall sign and file with the District the following certification prior to performing the Work of the Contract:

"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."



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4. Builder's Risk Insurance on an All-Risk Form covering the new Work under the Contract, excluding earthquake and flood but including ensuing perils, with limits not less than the Contract Sum and any deductible not to exceed \$10,000.
 - a. Coverage for debris removal limits not less than \$1,000,000.
 - b. Such policy shall name the District as loss payee and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct insurance business in California.
 - c. In the event of any damage except earthquake and flood, it shall be the Contractor's responsibility to perform at its expense all required repair and replacement including damage to adjacent areas.
 - d. The Contractor shall be responsible for all losses not covered by the policy, excluding earthquake and flood, including the deductibles.
5. In the event that the Contractor employs professional engineering services, the Contractor shall require the retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement and any deductible not to exceed \$50,000 each claim. The Contractor shall provide the District with Certificates of Insurance for any such policy.
6. In the event that the Contractor is performing abatement of hazardous or contaminated materials work or employs a subcontractor or entity for abatement of hazardous or contaminated materials, the Contractor shall furnish or require the subcontractor or entity to maintain environmental liability insurance with limits not less than \$1,000,000, policy written on an occurrence form, with any deductible not to exceed \$25,000, including coverage for Contractor's pollution legal liability for contaminated soils, asbestos, lead, underground storage tanks, and other hazardous materials which may be encountered at the site.

B. INSURANCE BY OTHERS:

For General Liability, Environmental Pollution Liability and Automobile Liability Insurance, the Contractor shall include as additional named insureds, the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.

C. FORM OF POLICIES AND OTHER INSURANCE REQUIREMENTS:

1. Before commencement of the Work of this Contract, certificates of insurance shall be furnished to the District, with complete copies of policies to be furnished to the District promptly upon request.
2. Approval of the insurance by the District shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment of any and all damages, except damage caused by earthquake or flood, resulting from its operations. All policies of insurance and certificates shall be satisfactory to the District.



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3. Liability insurance shall be on an occurrence basis; and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

4. Each such policy shall provide that no cancellation, non-renewal nor any reduction in its coverage shall occur without the carrier giving to the District at least thirty (30) days' written notice prior thereto. All notices shall be made to:

Sadiq B. Ikharo
Vice Chancellor of General Services
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

5. The Contractor shall file with the District a certificate of the required new or renewed policy at least ten (10) days before the effective date of such cancellation, change or expiration, with a complete copy of new or renewed policy.

6. If, at any time during the life of this Contract, the Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at District's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the District as provided hereinbefore that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the District.

7. Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Contract.

D. Insurance companies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have an "A-,VIII" in Bests Rating Guide and shall be satisfactory to the District.

D CONTRACTOR ADDITIONAL INSURANCE REQUIREMENTS (For all projects)

A. Notice to the District: Further the policy will provide not less than thirty (30) days prior written notice to District's Program Administrator or its Designee of any material change in



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the insurance or cancellation or non-renewal.

- B. Additional Insured: The District will be endorsed as "additional insured" on Contractor's and Subcontractors' policy or policies. Contractor and Subcontractors shall furnish Certificates of Insurance evidencing said coverage before commencing work on the Project.
- C. Contractor Construction Equipment Insurance: Any policies maintained by the contractor and subcontractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner and all other indemnities named in the contract.
- D. Professional Liability Insurance (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, coverages or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.
- E. Environmental and Asbestos Abatement Coverages: If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the Contractor will be required to provide adequate coverages, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.
- F. Hold Harmless clause: Work done on the premises, or in connection with the prosecution of this contract by the Contractor, shall be at the Contractor's risk and the Contractor shall assume any and all liability and shall hold harmless the District, their agents, servants or employees, from claims or demands, cost expenses, loss or damage due to bodily injury, sickness or disease, including death to employees of the Contractor or any other person, or damage of property including loss of use thereof suffered by employees of the Contractor or any other person; arising out of the performance of the contract, whether such are based upon negligence of the District or any other person, firm, corporation or organization for whom such contract is being performed, their agents, employees or otherwise.

E PROOF OF CARRIAGE OF INSURANCE

- A. Before work is started, the Contractor shall forward to the Owner two copies of a Certificate of Insurance or Memorandum of Insurance, evidencing that all required Contractor Furnished Insurance is in force, executed by an authorized representative of the insurance company, and naming Owner as additional insured as outlined below.
- B. Certificates and insurance for contractor furnished insurance policies shall include the following clause:

"This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice have been mailed to the District. Date of cancellation or reduction may not be less than Thirty (30) days after date of mailing notice."



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- C. Certificates of insurance for contractor furnished insurance policies shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
 - D. Certificates of insurance for contractor furnished insurance policies shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
 - E. Contractor furnished policies will be written by an insurer of satisfactory character including a Best's rating of not less than A- VIII and an admitted carrier in the State of California. If requested by the District, a certified copy of the actual policies with appropriate endorsement(s) and other documents shall be provided to the District.
 - F. In the event the contractor or any subcontractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the Owner may procure and maintain such coverages for all parties on behalf of the contractor. Contractor shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice.
 - G. Subcontractors. Should a contractor engage a subcontractor, the same conditions will apply to each subcontractor. Each subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor, naming the Contractor and the Owner as additional insureds. Copies of certificates of insurance for subcontractors must be filed with the District within thirty (30) working days after issuance of a Notice to Proceed and at least five (5) working days before the subcontractor begins work on the site. Failure to provide evidence of such insurance shall result in the subcontractor being excluded from the site until proper coverage is verified. The cost of any resulting delay will be borne by the contractor.
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:

(Notices):

Kelle Lynch McMahon
Interim Director of Capital Projects and Facilities
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

and copy to:



PERALTA COMMUNITY COLLEGE DISTRICT

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Material Testing and Special Inspection ("MTSI") Services at College of Alameda

Sharon Millman
Facilities Project Manager
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
smillman@peralta.edu

(Invoices):

Sharon Millman
Facilities Project Manager
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

and copy to:

smillman@peralta.edu

CONTRACTOR:

(Notices):

(Payments):

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

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

7. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.



PERALTA COMMUNITY COLLEGE DISTRICT

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Material Testing and Special Inspection ("MTSI") Services at College of Alameda

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

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 CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

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

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.

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

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.

End of Section



PERALTA COMMUNITY COLLEGE DISTRICT

RFP 18-19/14 Material Testing and Special Inspection ("MTSI") Services at College of Alameda

Acknowledgement and Signature Form

The undersigned having carefully examined the Request for Proposals, location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Vendor's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work described 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 RFP, including any Addenda, within the time specified.

Addendum Acknowledgement

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

Acknowledgement and Signature:

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

Vendor Name: _____ Title: _____

Contact Person: _____

Address: _____

Telephone: _____ Fax: _____

Contractor License #: _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____



PERALTA COMMUNITY COLLEGE DISTRICT

RFP 18-19/14 Material Testing and Special Inspection ("MTSI") Services at College of Alameda

Decline Proposal:

We **decline** to submit a Proposal on this Project. Please explain below. Please also indicate if you would like to remain on our vendor list.

Explanation:

Company: _____

Address: _____

Signature _____ Date: _____

Name (printed): _____

Keep on vendor list: Yes ___ No ___

PERALTA COMMUNITY COLLEGE DISTRICT

333 EAST EIGHTH STREET
OAKLAND, CA 94606

Req. No. _____

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
2018/2019 Fiscal Year**

CONTRACTOR: _____

DATE: _____

PROJECT NAME: **Material Testing and Special Inspection (“MTSI”) Services at
College of Alameda**

I. SCOPE OF THE SERVICES

The Services to be rendered (“**Services**”) under this Agreement (“**Order**”) consist of:

Material Testing and Special Inspection (“MTSI”) Services at College of Alameda
RFP 18-19/14.

II. COMPENSATION FOR SERVICES

The undersigned contractor proposes and agrees to perform the Work including, without limitation, providing and furnishing all labor, materials, tools, equipment and services necessary to complete the Work and perform all obligations of the Contractor under this Agreement. Contractor’s total compensation for Services performed under this Agreement is \$_____ to be paid as:

- (1) lump sum;
- (2) lump sum with progress payments;
- (3) **per incoming invoices, schedule of rates and charges per Proposal dated _____, with a guaranteed not to exceed price of \$_____.**

III. SCHEDULE OF PERFORMANCE

Contractor shall commence the Services after the Chancellor’s approval date indicated in this agreement and complete the Services by:

- (1) within _____ days of commencement of the Services; and
- (2) _____ **is the contract termination date.**

IV. OTHER REQUIREMENTS



PERALTA COMMUNITY COLLEGE DISTRICT

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Material Testing and Special Inspection ("MTSI") Services at College of Alameda

Under this agreement, the following requirements apply:

- o Prevailing Wage; and
- o The District's Project Labor Agreement (PLA) Requirements.
- o The Department of Industrial Relations (DIR) Labor Compliance Program (SBA 854), to include to sub-contractors. **DIR number** _____.
- o Registered with the California Contractors State License Board;
- o Possess a California Seller's Permit (No. _____).

V. INVOICE SUBMITTALS & PAYMENTS

Contractor will execute the instructions and requirements below to help expedite invoice payments for maintenance and operations projects and capital bonds program projects.

1. Submit invoices upon execution of final agreement is in place after each project task completion to Department of General Services Project Manager.
2. All invoices must be on contractor's business letterhead with the following information:
 - Project Name and Location to match the contract - Address of Peralta's colleges and building name that work was completed;
 - Requisition Number and/or Purchase Order Number;
 - Your company's name, address and contact information, and e-mail address;
 - Completed scope of work to match the proposal and contract;
 - The date the goods or service were provided (supply date);
 - Invoice number and date on the invoice;
 - The amount(s) being charged identified as 1) taxable, 2) non-taxable, 3) types of services (i.e., labor vs. professional design services, software, etc.); and
 - The total amount of the invoice.

VI. TERMS AND CONDITIONS

- (1) Contractor shall perform the Services in accordance with the terms and conditions of this Order, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. Contractor has read, negotiated and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.
- (2) Agreement number must appear on all invoices and correspondence. Send invoices to Peralta Community College District, Department of General Services, 333 East Eighth Street, Oakland, CA 94606 immediately upon performance.
- (3) Changes made to printed Terms and Conditions on this Order are null and void unless approved in writing by the District Project Manager and General Counsel.
- (4) Contractor must comply with Appendix A.
- (5) This instrument is void to the extent it requires payment by the District of more than _____.



PERALTA COMMUNITY COLLEGE DISTRICT

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College of Alameda

PERALTA COMMUNITY COLLEGE DISTRICT
By: Jowel C. Laguerre, Chancellor (Authorized Agent)
Date:
Approved as to legal form:
By: Ericka Curls-Bartling, Acting General Counsel
Date:
Department of General Services:
By: Sadiq B Ikharo, PhD, VC General Services -PCCD
By: Kellé Lynch McMahon, Int. Director of Facilities & Capital Projects- PCCD
A California corporation,
Address:
By:
Title:
Attest:
Print Name and Title (If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)



PERALTA COMMUNITY COLLEGE DISTRICT

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Material Testing and Special Inspection ("MTSI") Services at College of Alameda

GENERAL TERMS AND CONDITIONS

- Purchase Order ("Order") Force and Effect. District is not responsible for services rendered without the authority of an Order on this form. This Order shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Order (which may include attachments) constitute the entire agreement between the Contractor and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. No modification of this Order shall be effective unless it is in writing. This Order shall supersede all other prior purchase orders and agreements between Contractor and District with respect to the work and services described herein. This Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Contractor. The headings in this Order are for convenience only and do not affect the construction of this Order.
- Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Contractor represents that it is skilled in the professional discipline necessary to perform the services ("**Services**") under this Order. Contractor will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Contractor shall not contract any portion of the Services or otherwise assign this Order without prior written approval of District. (Contractor shall remain responsible for compliance with all terms of this Order, regardless of the terms of any such assignment.) Contractor's authorized representative is the individual signing this Order unless Contractor otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Order.
- Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Contractor's work records. Contractor shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Contractor shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Contractor. Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Order, and invoices, payrolls, records and all other data related to matters covered by this Order. Contractor shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Order shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
- Independent Contractor. Contractor is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Contractor's provision of Services not the means, methods, or scheduling of the Contractor's work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Order. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as District's responsibility.
- Indemnity/Liability. To the extent of its proportionate fault and permitted by law, Contractor shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together "**Indemnitees**"), from and against any and all claims and liability of any type resulting from Contractor's negligent performance of this Order. Defense counsel retained under this section shall be subject to the Indemnitees's reasonable approval. Notwithstanding any provision of this Order, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Order or the Services. The Indemnitees's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
- Conflict of Interest. Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Order. Without limitation, Contractor represents to and agrees with District that Contractor has no present, and will have no future



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conflict of interest between providing District services hereunder and any interest Contractor may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Contractor during the performance of or in connection with this Order for District, will be kept confidential and not be disclosed to any other person. Contractor will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Order. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.
8. Ownership of Results. Any interest (including copyright interests) of Contractor or its contractors or subContractors (together, "**SubContractors**"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Contractor or its SubContractors in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Order shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Contractor or its SubContractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns to District all copyrights to such works. With District's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Contractor's standard details and proprietary design instruments of service (not specific to this Project), however, District shall have only a non-exclusive but otherwise unrestricted license to use the materials on the Project.
9. Non-Discrimination Policy. Contractor shall not discriminate against any employee or applicant for employment, nor against any SubContractor or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Contractor shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Contractor shall provide all information reasonably requested by District to verify compliance with such matters. Contractor stipulates, acknowledges and agrees that District has the right to monitor Contractor's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.
10. Termination and Suspension. District may direct Contractor to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Contractor for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Order for District's convenience. Contractor may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Order in whole, or from time to time in part, for default, should Contractor commit a material breach of the Order, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Contractor demanding such cure. In the event District terminates the Order for default, Contractor shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Order. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
11. Execution; Venue; Limitations. This Order shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.



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APPENDIX A – CONTRACTOR INSURANCE REQUIREMENTS

At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

- A. **Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Contractor.**
- B. **Business automobile liability insurance** with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$10,000** payable by Contractor.
- C. **Workers' Compensation Employers' Liability** limits not less than **AS REQUIRED BY STATE** each accident, **AS REQUIRED BY STATE** per disease and **AS REQUIRED BY STATE** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- D. Professional Liability Insurance with limits not less than **\$1,000,000** each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed **\$10,000** for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of three (3) years after the completion of the Services.
- E. Insurance policies in Appendix A shall contain an endorsement containing the following terms:
 1. **PERALTA COMMUNITY COLLEGE DISTRICT and their respective affiliates, directors, officers, officials, partners, representatives, employees, Contractors, sub-Contractors and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.**
 2. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.
 4. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
- F. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause E.3 above.