



Peralta Community College District

REQUEST FOR PROPOSAL

Proposal No.: 18-19/12 Elevator Inspection and Maintenance Program

The Peralta Community College District (PCCD), Oakland, California, through the Office of Purchasing, is hereby requesting proposals for Elevator Inspection and Maintenance Program

The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to provide Elevator Inspection and Maintenance Program.

Proposal Information

Proposal Description	Elevator Inspection and Maintenance Program
Proposal Type	Service
Proposal Number	18-19/12
Proposal Issued	December 14, 2018
Department	Purchasing Department
Mandatory Pre-proposal Meeting	January 7, 2019 at 10:00 AM 333 8th Street, Oakland, CA 94606 (Conference Room #1, General Services)
Scheduled Publication Dates	December 14, 2018; December 21, 2018
Proposal Due Date	January 15, 2019 at 11:00 a.m.

Instructions for Submitting Proposals

Submittal Address	Peralta Community College District Purchasing Department Attn: John Hiebert 501 5 th Avenue Oakland, CA 94606
Submittal Copies	One (1) Original copy clearly marked "Original" and three (3) Copies marked "copy", plus a PDF version on USB flash drive.
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• 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.

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Available	Location
Yes	Peralta Community College District Purchasing Department 501 5 th Avenue Oakland, CA 94606 Monday through Friday 8:30 AM to 4:00 PM (510) 466-7225
Yes	By visiting our website at: www.peralta.edu and clicking on "Business Opportunities" under "Quick Links", to download the bid packet.

Questions about the Proposal

Primary Contact	John Hiebert Ph: (510) 466-7217 Email: jhiebert@peralta.edu
Question/RFI Due Date	January 9, 2019 at 11:00 a.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	January 10, 2019 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective bidders, and placed on the District's website. Proposer who did not receive a copy of the addendum should download it from the District's website. See "How to Obtain Proposal Documents" section for our web address. All addendums must be acknowledged on the RFP Acknowledgement and Signature form.

Full Opportunity

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

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

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

Sadiq B. Ikharo, Ph.D., Vice Chancellor

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Attachments:

Title		Must Be Returned with Proposal
1	Vendor Questionnaire and Certificate by Compliance	Yes
2	Bidder's Questionnaire	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-Collision Affidavit	Yes
8	Environmentally Sustainable Procurement	Yes
9	General Provisions	No
10	RFP Acknowledgement and Signature Form	Yes
11	PCCD Bid Worksheet	Yes
12	Sample Contract	No

I. Project Overview

Peralta Community College District (PCCD) is interested in developing a partnership with a qualified Elevator Maintenance Vendor (Vendor) to provide elevator inspections and monthly maintenance for elevators and lifts located throughout the District. PCCD elevators consist of both traction and hydraulic style elevators. The Vendor will regularly and systematically examine, adjust, lubricate, repair, and perform preventive maintenances on all elevators and lifts to keep equipment in safe, dependable operation. All maintenance should be performed per the manufacture's recommended maintenance intervals and per local enforced code, to maximize the equipment life and safety.

II. Scope of Services

A. General Services--Elevator Inspection and Maintenance Program

Perform inspection and maintenance of elevators and lifts per manufacture's recommended maintenance intervals and per local enforced code. The Vendor shall provide qualified, factory trained technicians to perform all maintenance and repairs. The maintenance must include all labor, parts, supplies, oil, lubricants and any other materials required to maintain the equipment in good and safe operating conditions. This includes systematically examining, maintaining, adjusting, lubricating, and when conditions warrant through normal wear and tear, repair or replace the following using quality parts and components:

1. Control Systems
2. Power Units
3. Hydraulic System Accessories
4. Car Equipment
5. Electrical
6. Hoistway and Pit Equipment
7. Rails and Guides
8. Door Equipment
9. Signals and Accessories
10. Geared and Gearless Machines
11. Hoist ropes
12. Pumps and Valves

The above list is not all inclusive. The list is provided only as a sample of items PCCD would want inspected and repaired. The Vendor should include these items and detail their own recommended maintenance items in their proposal.

B. Frequency of Inspections

The Vendor shall inspect all PCCD elevators and lifts on a monthly base to make sure they are in good operating condition and perform the Preventive Maintenance per the manufacturers recommended maintenance intervals and per local enforced code.

C. Annual Safety Inspection

The Vendor must conduct an annual safety inspection of all equipment covered under this agreement. The cost for this inspection must be included in the maintenance rate quoted. After each annual inspection, the vendor shall provide an Elevator Inspection Report for each unit. The report must contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance. The report must include cost and lead-time for all necessary repairs. This report must be given to the Facility Manager within ten working days of the inspection. Failure to adhere to these requirements will result in termination of the agreement.

D. Tests

As part of this contract, the Vendor will perform the following tests as by American Society of Mechanical Engineers A-17.1 code.

- 1. Hydraulic Elevators: A pressure relief test and a yearly leakage test.
- 2. Traction Elevators: An annual no load test.
- 3. Lifts: Any required annual test.

E. Permits

It shall be the responsibility of the Vendor to notify the PCCD Facility Manager upon the lapse of any and all Permits to operate an elevator for those elevators included in this contract.

F. State Inspection

The Vendor will make all repairs indicated in State inspection reports within thirty days of notice by PCCD. The Vendor must provide a quote for these repairs for each elevator before beginning work. If attendance is required at any inspections by the State of California, the Vendor's technician must be present at these inspections. All costs for these services must be included in the maintenance fee. The Vendor must maintain a history of inspections performed by the State for all equipment on this contract. The vendor will be the liaison between the State Inspector and the District to assure timely corrections as required.

G. Records

The Vendor shall maintain an accurate and complete log of all work performed and all routine inspections for each piece of equipment covered under this agreement. The log shall include reason for service, date, length of time spent, technician's name, and resolution. The Vendor shall keep all work schedules on display in the respective elevator equipment rooms. All records must be provided upon request of the PCCD Facility Manager.

H. Licenses

The successful vendor must hold all required local, state and federal licenses.

I. Replacement Parts

To insure timely completion of maintenance functions, Vendor shall maintain a parts inventory and parts accessibility network to insure timely availability of replacement and materials.

J. Locations and Types of Elevators and Lifts

PCCD owns 23 Elevators and Lifts consisting of both traction and hydraulic style elevators. They are located at the following locations:

- A. Merritt College, 12500 Campus Drive, Oakland, CA 94619
- B. Laney College, 900 Fallon Street, Oakland, CA 94607
- C. College Of Alameda, 555 Alantic Avenue, Alameda, CA 94501

Line	College	Location	Type	Make	State Number
1	Alameda	Building A	Hydraulic	Armor	50241
2	Alameda	Building D	Hydraulic	Armor	50242
3	Alameda	Building F	Hydraulic	Armor	50243
4	Alameda	Building B	Hydraulic	Otis/Dover	70705
5	Alameda	Library	Hydraulic	Otis/Dover	62349
6	Alameda	Gym	Hydraulic	Otis/Dover	60818
7	Laney	Tower #2	Traction	MKO	51536N
8	Laney	Tower #1	Traction	MKO	50152S
9	Laney	Student Center	Hydraulic	Armor/USEC	51537
10	Laney	Student Center	Hydraulic	Armor/USEC	51535
11	Laney	Library	Hydraulic	Armor/USEC	50151
12	Laney	Theatre	Hydraulic	Armor/USEC	59308
13	Laney	Building E	Hydraulic	Otis	70722

Line	College	Location	Type	Make	State Number
14	Laney	Theatre	Handicap Lift	Access Industries	109982
15	Laney	G Building	Hydraulic	EECO/EC	162179
16	Laney	Forum	Hydraulic	EECO/EC	162178
17	Merritt	Building L	Hydraulic	Otis/Dover	60847
18	Merritt	Building R	Hydraulic	Otis/Dover	52163
19	Merritt	Building A	Hydraulic	Otis/Dover/UTC	80445
20	Merritt	Building D	Hydraulic	Otis/Dover/UTC	52164
21	Merritt	Building F	Hydraulic	Otis/Dover/UTC	80497
22	Merritt	Building P	Hydraulic	Dover	115625
23	Merritt	Building Q	Handicap Lift	National Wheel-O-Vator	129189

K. Normal Work Hours and Facility Access

Vendor shall perform the work between the hours of 8 AM to 3:30 PM, Monday through Friday. Prior to performing any work Vendor shall notify the District Office a minimum of 24 hours in advance of start of work. Notification is to be made to the Physical Plant office, at 510-466-7341 or -7342.

L. Emergency Service

A 24-hour Information center is to be maintained by the Vendor to respond to any calls 24 hours a day, seven days a week for emergency repair or service. The Vendor must respond to emergency calls and be on-site within one and half (1.5) hours of receiving the call.

M. Exclusions—Items not included in the maintenance

The following are not included in this contract: Refinishing, repairing or replacement of car enclosure, gates and/or panels, door pull straps, hoistway enclosure, rail alignment, hoistway door, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, intercoms, light tubes and bulbs, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping including any consequential damages.

The Vendor will not be obligated to make other safety tests, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, ASME codes, or other governmental or non-governmental authorities. The Vendor will not be obligated to make changes or adjustments required by new or retroactive code changes. The Vendor will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, extreme variations in the machine room temperature or tampering with the elevator equipment by unauthorized personnel.

The Vendor will not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part will be at the owner’s expense.

The Vendor will not install or substitute proprietary equipment to any elevator without prior written approval by the District.

III. Submission Requirements

PCCD has scheduled a Mandatory Pre-proposal meeting to review the submission requirements and to tour our elevators. The date and time of that meeting is listed on the cover page of this RFP. The meeting will start in the Physical Plant conference room located at 501 5th Ave, Oakland CA, 94606, and if necessary we can tour each site and elevator/lift.

Please respond to the following 6 submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirement of the RFP. PCCD will use your responses to objectively determine your capabilities and experience. **Please label your responses 1 through 6, in the order presented below.** Please limit your total response to 12 pages (excludes the required attachment forms provided with this RFP).

1. Company Information and Personnel: Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and FAX numbers, and names and titles of key personnel and a brief history of your company. Include in this section the resume of the Project Manager or principal point of contact for this contract and any other "key personnel" that would normally be performing work on this contract. Provide a brief statement of who is authorized to submit the proposal on the behalf of your firm. Please make sure that person signs and dates the statement.

2. Knowledge and Experience: Provide relevant information about your company's knowledge and experience, including a list of three or more projects with brief descriptions that demonstrate your experience. At a minimum, the Vendor must have been actively performing elevator and lift inspection and maintenance services within San Francisco – Oakland Bay Area for over five (5) years. In this section, describe an overall history of the company and the type of work the company has been performing within the San Francisco – Oakland Bay Area. Include in this section the location of the company's local office(s) that would be responsible for this work

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

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

5. Proposed Costs: At minimum, the Vendor shall perform all Inspection, Preventative Maintenance, and Tests listed in the Scope of Work Section. Provide your pricing for this service on the attached PCCD Bid Work Sheet. Also attach your proposed fee schedule/hourly labor rates for any work not considered part of the scope of work of this RFP, to the PCCD Bid Work Sheet.

6. Required Forms:
The Vendor must fill out all forms included in the RFP (listed in the attachments section) and return them with your proposals. Failure of the Vendor to provide any information requested in the RFP, may result in rejection for non-responsiveness. (These required forms will not count against the 12 page maximum for your response.)

IV. Additional Requirements:

Law Compliance

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

Proposal Considerations

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

False Statements

False statements in a proposal will disqualify the proposal.

Legal Relationship

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

Taxes

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

Grade of Service

The Vendor must provide professional and quality service and maintain appropriate qualified personnel to provide expedient and courteous service.

The Vendor's Liability

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

Contract Termination

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

Award Consideration

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

Amendments

The Peralta Community College District may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The vendor's are required to acknowledge receipt of any amendments (addenda) issued to this RFP by returning a signed acknowledgement of each amendment issued. Signed copies must be received on or before the time set for receipt of offers. The Peralta Community College District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or request for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

Withdrawal or Modification of Offers

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

Acceptance

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

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

Award and Length of Contract

The Board of Trustees shall not be bound to accept the lowest-quote fee. The Board will award a one-year contract. PCCD will have the option to issue a one year annual renewable contract not to exceed a total period of 5 years (at the costs quoted in this proposal).

Representations

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Vendor's must rely solely on its own independent assessment as the basis for the submission of any offer made.

V. Timeline and Evaluation Criteria

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

Evaluation Criteria

In awarding the contract, the district will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights (Points) listed below. Consultant interviews will be held solely at the option and discretion of the Peralta Community College District. The process for selection shall occur in the following sequence:

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

Item	Criteria	Points
1	<u>References, Resources, and Key Personnel</u> Vendor's capacity to provide professional service as evidenced by past performance, resources, and from list of key personnel. (Items 1 and 3 of Submission Requirements section.)	10
2	<u>Knowledge and Experience</u> Vendor's knowledge and experience as evidence from your response to item 2 of Submission Requirements section.	10
3	<u>Response Time and Maintenance Plans</u> As evidence from your response to item 4 of Submission Requirements section	15
4	<u>Proposed Costs</u> As provided on the PCCD Bid Specification Worksheet	60
5	SLBE Does your company meet the District definition of an SLBE or SELBE?	5
	Total	100



Peralta Community College District

VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

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

Date _____

Firm Name _____ Telephone _____

Business Fax _____ Email Address _____ Website _____

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

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

Type of Organization (Check one) Individual Partnership Corporation

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

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

Local Address _____

Amount of Annual Business _____

The District is identifying vendor ownership as follows:

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

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

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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.
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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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Peralta Community College District

BIDDER'S QUESTIONNAIRE

Proposal Number: **18-19/12 Elevator Inspection and Maintenance Program**

TO THE BIDDER:

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

A. DESCRIPTION OF BIDDER'S ORGANIZATION

1. Firm Name

2. Address

3. Telephone Number

4. Type of Organization

a. Corporation Yes ____ No ____

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

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

b. Partnership Yes ____ No ____

List partner's names and residence addresses

General Partners:

Limited Partners:



Peralta Community College District

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Contractor

By: _____

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



Peralta Community College District

Statement of Equal Employment Opportunity

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

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

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

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

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

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

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

BY: _____
Date

Print Name



Peralta Community College District

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 over program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

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

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

Definitions:

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

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

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

Geographic Location Requirements:

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

Subcontractors:

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

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

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



Peralta Community College District

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.

Bid Number: _____ Bid Name _____

Signed Date

Printed or typed name Title

Name of Company Telephone Fax



Peralta Community College District

NON-COLLUSION AFFIDAVIT

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

RFP: 18-19/12 Elevator Inspection and Maintenance Program

State of California)
) ss
County of _____)

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

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

Date: _____
Signature _____

State of _____
County of _____

On _____ before me, _____, personally appeared _____

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

WITNESS my hand and official seal.

Signature of Notary Public



Peralta Community College District

ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non-polystyrene food containers, non-petroleum based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

The District's formal Environmental Sustainability Policy 2.40 is available for download at: http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf.

Vendor Statement and Signature

The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does your product or service promote the District's Environmentally Sustainable Procurement goal?

____ Yes* ____ No

***If yes, you are required to describe how your product or service that you are providing to the District will promote the District's Environmentally Sustainable Procurement goal.**

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

Contractor Name: _____ Title: _____
Authorized Signature:

GENERAL PROVISIONS

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

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

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

3. **INDEMNIFICATION:**

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

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

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

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

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

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

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

(e) **Professional Liability** Not Applicable

(f) **Documentation:**

The following documentation shall be submitted to the DISTRICT:

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

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

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

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

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

10. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

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

15. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

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

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

End of Section



Peralta Community College District

RFP Acknowledgement and Signature Form 18-19/12 Elevator Inspection and Maintenance Program

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

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 in this proposal.

Vendor Name: _____ Title: _____

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

Contractor License #: _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline Proposal:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: _____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____

Bid Work Sheet 18-19/12 Elevator Inspection and Maintenance Program

At minimum, the Vendor shall perform all Inspection, Preventative Maintenance, and Tests listed in the Scope of Work Section. Provide your pricing (for each elevator) for this service. All pricing is on an annual basis. **Also attach your proposed fee schedules/hourly labor rates for any work not considered part of the Scope of Work of this RFP to this sheet.**

Yearly Cost per Elevator/Lift:

Line	College	Location	Type	Make	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price
1	Alameda	Building A	Hydraulic	Armor					
2	Alameda	Building D	Hydraulic	Armor					
3	Alameda	Building F	Hydraulic	Armor					
4	Alameda	Building B	Hydraulic	Otis/Dover					
5	Alameda	Library	Hydraulic	Otis/Dover					
6	Alameda	Gym	Hydraulic	Otis/Dover					
7	Alameda	Allowance for repairs			\$250,000	XXX	XXX	XXX	XXX
Sub Total for Alameda									
8	Laney	Tower #2	Traction	MKO					
9	Laney	Tower #1	Traction	MKO					
10	Laney	Student Center	Hydraulic	Armor/USEC					
11	Laney	Student Center	Hydraulic	Armor/USEC					
12	Laney	Library	Hydraulic	Armor/USEC					
13	Laney	Theatre	Hydraulic	Armor/USEC					
14	Laney	Building E	Hydraulic	Otis					
15	Laney	Theatre	Handicap Lift	Access Industries					
16	Laney	G Building	Hydraulic	EECO/EC					
17	Laney	Forum	Hydraulic	EECO/EC					
*18	Laney	Theater	Hydraulic						
*19	Laney	Field House	Hydraulic						
*20	Laney	Press Box	Hydraulic						
21	Laney	Allowance for repairs			\$200,000	XXX	XXX	XXX	XXX
Sub Total for Laney									
22	Merritt	Building L	Hydraulic	Otis/Dover					
23	Merritt	Building R	Hydraulic	Otis/Dover					
24	Merritt	Building A	Hydraulic	Otis/Dover/UTC					
25	Merritt	Building D	Hydraulic	Otis/Dover/UTC					
26	Merritt	Building F	Hydraulic	Otis/Dover/UTC					
27	Merritt	Building P	Hydraulic	Dover					
28	Merritt	Building Q	Handicap Lift	National Wheel-O-Vator					
*29	Merritt	Building R	Ball screw	National Wheel-O-Vator					
*30	Merritt	Building R	Hydraulic						
31	Merritt	Allowance for repairs			\$195,000	XXX	XXX	XXX	XXX
Sub Total for Merritt									
Grand Total									

Vendor Name: _____ Contact Person: _____ Title: _____

Authorized Signature: _____ Date: _____



Peralta Community College District

SERVICES AGREEMENT

(Contract No. _____)

This SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of ____ 20__ (the "Effective Date") by and between Peralta Community College District ("District") **OR, IF THIS AGREEMENT IS BEING SIGNED BY PCCD ON BEHALF OF A PERALTA COLLEGE, THEN ADD THE FOLLOWING** on behalf of its _____ College (the "College"), and _____, an individual residing in the State of _____ **OR, IF THIS AGREEMENT INVOLVES A CORPORATE VENDOR, DELETE THE PRIOR REFERENCE TO AN INDIVIDUAL AND USE THE FOLLOWING:** a [corporation OR limited liability company [SELECT ONE] formed under the laws of the State of _____] ("Vendor"). This Agreement commences on the Effective Date and expires on _____, 20__, unless terminated or extended as provided herein (the "Term"). District and Vendor each agree as follows:

1. DEFINITIONS

1.1. "Confidential Information" means commercial, financial, marketing, business and technical or other information, data and materials, including know-how, trade secrets, specifications, processes, business methods, drawings, computer systems and network design, architecture and operations, proprietary software, inventions, methodologies, photographs, electronic recordings and other similar confidential information of whatever nature relating to the disclosing Party or its businesses (including Confidential Information of a disclosing Party's consultants, agents and vendors or Confidential Information related to students, personnel and faculty of a Peralta Entity) which is (i) marked to indicate its confidential or proprietary status, or (ii) by its nature is proprietary or non-public, even if not marked, and regardless of how disclosed.

1.2. "Customer" means the Peralta Entity identified in the introductory paragraph on whose behalf this Agreement is being executed.

1.3. "Deliverable" means tangible and intangible materials, data and work product developed and/or supplied by Vendor to Customer pursuant to a SOW, including without limitation, discoveries, developments, designs, reports, studies, analyses, software (object and source code), flow charts, diagrams, documentation, training materials, methods, processes, products, inventions, improvements, original works of authorship, tools, and utilities including all Intellectual Property Rights related thereto, Vendor's Pre-Existing Materials and Third Party Materials.

1.4. "Intellectual Property Rights" means all rights in any copyrights, trade secrets, patents, patentable inventions, patent applications, trademarks, service marks, logos, slogans, trade secrets, concepts, ideas, methodologies, procedures, processes, know-how, techniques or other intellectual property rights, whether or not they are registrable.

1.5. "Peralta Entity" means any of the Peralta Community College District and its four colleges: Berkeley City College, College of Alameda, Laney College, and Merritt College.

1.6. "Law" means federal, state and local statutes, implementing regulations, executive orders, ordinances and case law.

1.7. "Party" or "Parties" means with respect to the Agreement, Vendor, and Customer.

1.8. "Pre-Existing Materials" means any Intellectual Property Rights that a Party developed, acquired or otherwise has rights in or to, either outside the scope of and independent from the SOW, or if related to the scope of the SOW was developed or acquired by a Party prior to commencing services under the SOW.

1.9. "Price" means Vendor's billing rates or prices for the Services provided under this Agreement as set forth in the SOW.

1.10. "Services" means the services of Vendor as specified and described in the Scope of Work entered into by the Parties, including all Deliverables provided in connection with those services.

1.11. "Specifications" means the descriptions, specifications, functional requirements, technical requirements, acceptance criteria, documentation requirements and all other requirements for the Services and Deliverables described in the SOW.

1.12. "Scope of Work" or "SOW" means the Scope of Work form attached hereto as Exhibit A, and incorporated herein as may be updated from time to time by a Change Order(s).

1.13. "Third Party Materials" means tangible or intangible materials, products or property which are owned or licensed by a person or entity that is not a party to the SOW.

2. [RESERVED]

3. SERVICES AND COMPENSATION

3.1. Scope and Delivery of Services. Vendor has a business providing services of the type described herein. During the Term of this Agreement, Vendor agrees to supply the Services and deliver the Deliverables to Customer according to the terms and conditions set forth in this Agreement and the SOW. Customer will have no obligation to pay for any Services or Deliverables not specified or described in the SOW.

3.2. Acceptance. Unless another period is specified in the SOW, Customer will use commercially reasonable efforts to review, test or otherwise evaluate Deliverables and other results of Services for compliance with the Specifications and to provide a written notice of acceptance or rejection to Vendor.

3.3. Rejection. Customer may require Vendor to promptly correct or replace any Deliverables, without charge and in a timely manner, that are non-conforming or fail to comply in all material respects with the applicable Specifications as part of the Acceptance process and as part of the warranty for the Deliverable. Acceptance of a Deliverable by Customer will not occur until Vendor has provided corrections or a replacement of the Deliverable such that it conforms to the Specifications as reasonably determined by Customer. If Services are rejected as nonconforming, Customer may require Vendor to promptly re-perform the Services or, if re-performance is not feasible, refund all fees and expenses paid for such non-conforming Services and Deliverables. Payment for Services does not eliminate Customer's right to seek the remedies set forth in this Section for non-conforming or incorrect Services or Deliverables.

3.4. Fees and Expenses. All Services provided under this Agreement will be billed at the Price specified in the SOW. Price will remain firm throughout the Term of the SOW unless modified by the Parties pursuant to a duly executed Change Order. Vendor's fees may only be charged for time spent on productive work under a SOW and not for time spent performing administrative functions, such as preparing invoices, expense reports or traveling. Unless otherwise agreed in a SOW, in no event will Vendor charge fees for more than eight (8) hours per day of work for each of Vendor's personnel. Vendor may bill for reasonable travel and other out of pocket expenses actually incurred in performing the Services only to the extent that such expenses are pre-approved by Customer in the SOW and conform to District's Travel and Expense Reimbursement Policy attached as Exhibit B and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Customer will not be liable for fees or

expenses for Services exceeding the value of the "Not to Exceed Limit" specified in the SOW, if applicable.

3.5. Invoices. Vendor may invoice Customer for Services and Deliverables that have been accepted in accordance with the milestone or payment schedule reflected in the applicable SOW or, in the absence of such a schedule, on a monthly basis, within thirty (30) days of the end of each month. Customer reserves the right to reject any invoice received more than ninety (90) days after the end of the month in which the Services were rendered or the expenses incurred. Contractor's invoices must comply with the District's requirements.

3.6. Payment. Customer will pay Vendor within forty-five (45) days of receipt of an accurate, complete and undisputed invoice. If Customer disputes an invoice in whole or in part, Customer will provide written notice to Vendor stating the amount and basis of Customer's objection. Vendor may submit a separate invoice to Customer for the undisputed portion, which will be paid by Customer as provided in this Section.

3.7. Taxes. Customer will have no obligation to Vendor, Vendor's employees or any taxing authority to pay, or withhold from payment hereunder, any Federal, State, or local income tax, or any portion of FICA or any other payroll, compensatory or other taxes relating to any individual assigned by Vendor to provide Services (collectively, "Payroll Taxes").

4. WARRANTIES

4.1. General. Vendor represents and warrants that:

(a) All Services performed and Deliverables delivered: (i) will be free from defects in design, workmanship and materials; and (ii) will conform to the applicable Specifications;

(b) Vendor's employees and agents have the certifications, skills and qualifications necessary to perform the Services in a timely, competent, and professional manner in accordance with Law and generally accepted industry standards; and

(c) Vendor owns or has the unencumbered right to license and/or assign to Customer, as provided in this Agreement and the SOW, the Deliverables and all results of Services delivered to Customer hereunder, including all required Intellectual Property Rights therein, which Services and Deliverables will not infringe on the Intellectual Property Rights of others.

(d) Harmful Code. To the extent the Services or Deliverables include or involve software, Vendor has and will maintain commercially reasonable quality assurance and virus protection procedures to ensure that its systems and all software Deliverables are free of viruses, contaminants, and other malicious code that may harm the software Deliverables or Customer systems.

4.2. Warranties Cumulative. The warranties provided in this Section and all other warranties provided in this

Agreement are cumulative and are in addition to any other warranties provided under law.

4.3. Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO VENDOR'S CONFIDENTIALITY AND INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL VENDOR OR ANY PERALTA ENTITY BE LIABLE FOR ANY SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING HEREUNDER, EVEN IF VENDOR OR THE PERALTA ENTITY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

5. CONFIDENTIALITY AND PROPRIETARY RIGHTS

5.1. Confidentiality. Each Party receiving Confidential Information ("Receiving Party") of the other Party ("Disclosing Party") will maintain such Confidential Information securely in confidence and will not, without the Disclosing Party's prior written consent, disclose such Confidential Information to any third party other than the Receiving Party's legal advisors, auditors or approved subcontractors. A Receiving Party may use Confidential Information only as reasonably and minimally necessary to perform its obligations under this Agreement. Unless otherwise agreed in the SOW, this Section 5 does not restrict a Customer's ability to use or disclose any Confidential Information of Vendor that is incorporated into the Services or any Deliverables provided or supplied to Customer. Confidential Information does not include information which a Party can demonstrate is (a) publicly available, (b) already in its possession without breach of a confidentiality obligation, or (c) independently developed. No Party will be liable for disclosure of Confidential Information to the extent made: (a) to comply with a valid California Public Records Act request (as applicable to public entities); or (b) in response to a valid order of court or authorized government agency, provided that notice must first be given to the Disclosing Party of the Confidential Information, so a protective order, if appropriate, may be sought by the Disclosing Party. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

5.2. Pre-Existing Materials and Third Party Materials. Each Party will retain its rights in its own Pre-Existing Materials and in any Third Party Materials that may be used in connection with Services. No rights in such Pre-Existing Materials and Third Party Materials are granted to another Party except as expressly provided in this Agreement or the SOW. Vendor will not include any Pre-Existing Materials or Third Party Materials in a Deliverable unless they are specifically identified in

the applicable SOW. Vendor hereby grants to Customer a royalty-free, fully paid-up, worldwide, non-exclusive, perpetual, irrevocable, transferable and sub-licensable right to use, operate, maintain, copy, exploit, modify and create derivative works of Vendor's Pre-Existing Materials and any Third Party Materials provided by Vendor that are incorporated or included in the Services or a Deliverable, provided that Customer and its consultants, contractors and vendors may use such Pre-Existing Materials and Third Party Materials solely within the context of the Services or Deliverables provided under this Agreement.

5.3. Ownership of Deliverables. Services performed by Vendor and the Deliverables provided by Vendor pursuant to the SOW are and will be deemed a work made for hire or specially commissioned work, and the District will be the exclusive owner of all rights, title and interest in and to all Deliverables, excluding Vendor's Pre-Existing Materials and Third Party Materials. To the extent that title to any Deliverable may not, by operation of law, vest in Customer, Vendor will and hereby does assign to Customer all rights, title, and interest in the Deliverables, excluding Vendor's Pre-Existing Materials and Third Party Materials. Customer will have the right to obtain and to hold in its own name (or the name of a Peralta Entity), patents, copyrights, registrations and such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor shall cooperate with Customer and shall assist and execute any instruments necessary to secure the Customer's rights in the Services and Deliverables. Vendor further agrees its obligations under this Section shall continue during and at all times after the termination or expiration of this Agreement. Vendor hereby irrevocably designates and appoints the Customer and its duly authorized officers and agents as Vendor's agent and attorney-in-fact, to act for and on behalf of Vendor to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for the registration of any Deliverables and Intellectual Proprietary Rights thereunder. This power of attorney is coupled with an interest and shall not be affected by Vendor's subsequent incapacity or inability to sign.

6. TERM AND TERMINATION

6.1. Term. Unless otherwise agreed in writing, Customer may extend the Term (as defined in the first paragraph of this Agreement) for such additional period of time as agreed to by Vendor and the Customer in writing in the form of an amendment hereto executed prior to the expiration of the then-current Term, subject to any requisite Board of Trustee approvals.

6.2. Termination for Cause. Either Party may terminate this Agreement hereunder in the event of a breach by the other Party that has not been cured within thirty (30) days after the breaching Party's receipt of written notice from the other party describing such breach in reasonable detail. Upon termination of the Agreement by Customer for Vendor's breach, Customer will have

no obligation to make any payments with respect to Services or Deliverables on or after the effective date of termination, except for payment of those Services properly provided by Vendor prior to the termination date in accordance with the SOW, and will be entitled to a pro-rata refund of any prepayments made.

6.3. Termination without Cause. Customer may terminate this Agreement without cause upon thirty (30) days prior notice to Vendor. To the extent Vendor's compensation is on a time and materials basis, Vendor will be compensated for all Services performed and permitted expenses incurred up to the effective date of termination at the Price and subject to any expense reimbursement limits or conditions specified herein. If compensation for the Services and expenses is on a fixed fee basis, Vendor will receive a prorated amount of the SOW compensation equal to the percentage of Services (and Deliverables) completed as of the termination date of the Agreement.

6.4. Effect of Termination. Unless otherwise specified in a termination notice:

Termination or expiration of this Agreement will not terminate the provisions of this Agreement which by their nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement, including without limitation, Sections 4, 5, 6, 7, and 8 which shall specifically survive any termination or expiration of this Agreement.

Upon termination or expiration of this Agreement for any reason, all Services and Deliverables, including all drafts and works in progress of Deliverables will be promptly delivered by Vendor in a timely manner to Customer upon Customer's request and as a condition of payment for the Services. Upon Vendor's receipt of a notice of termination, Vendor will cease all work and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by such Customer. Customer has the right to withhold or offset against any payments due to Vendor such amounts that Customer is otherwise entitled to under this Agreement.

7. INDEMNITY AND INSURANCE

7.1. General Indemnification. Vendor will defend, indemnify and hold Customer and all Peralta Entities and their respective officers, directors, Board of Trustees, employees, contractors, students, insurers and agents (each an "Indemnified Party") harmless from and against all damages, claims, demands, costs (including fees of attorneys and expert witnesses) or other losses (collectively, "Losses") brought against an Indemnified Party and arising from Vendor's, its employees' and subcontractors' breach of this Agreement, non-performance or the negligence or willful misconduct of Vendor, its employees and subcontractors; provided however, if the foregoing indemnification is based on Vendor's proven fault and there is also proven fault on the part of an Indemnified

Party, the indemnification shall be administered on a comparative fault basis.

7.2. Personnel Indemnity; Tax Indemnity. Vendor shall indemnify, defend and hold harmless the Indemnified Parties from any and all Payroll Taxes and taxation treatments of the payments made to Vendor under this Agreement as well as any other Employment Liabilities arising out of any act or omission of Vendor in its capacity as the contractor, employer or prospective employer of any person. As used herein, "Employment Liabilities" means claims, suits, demands, damages or other losses and damages arising in the course of the employment relationship, including claims of harassment, discrimination, wrongful discharge, payment of compensation, benefits or salary, non-payment of taxes, failure to withhold, or claims arising under workers' compensation laws, unemployment compensation laws, occupational health and safety laws, disability laws, ERISA, or any other applicable federal, state or local laws or regulations.

7.3. Infringement Indemnification. Vendor will defend, indemnify and hold each Indemnified Party harmless from and against any Losses resulting from a claim that the Services furnished or the Deliverables delivered to Customer under this Agreement infringe any Third Party Materials or the Intellectual Property Rights of any third party or have become the subject of an injunction or settlement prohibiting the use of any Deliverables or other results of the Services except to the extent that such infringement or violation would not have occurred but for (a) Customer's unauthorized modification of the Deliverables which Vendor had made Customer aware of in writing; or (b) the failure of Customer to use any corrections or modifications expressly required by Vendor to avoid such infringement and made available in writing to Customer by Vendor reasonably in advance of such claim, provided that the corrected or modified Deliverable provides substantially the same features, functionality and performance as required by Customer for the Services and Deliverables. In such a case, Vendor will at its own expense (i) procure for Customer the right to continue using the results of the Services and the Deliverables, (ii) replace or fix the Deliverables or re-perform the Services with non-infringing Deliverables or components thereof with equivalent or better capacity and performance, or (iii) if options (i) and (ii) are not feasible, refund to Customer the entire amount (including fees, costs and expenses) paid for the Services and the Deliverables.

7.4. Insurance.

(a) At its sole expense, Vendor will procure and maintain in effect the following policies of insurance covering claims and liabilities arising from this Agreement: (i) all insurance coverages required by federal and state law; (ii) workers' compensation and employer's liability insurance with limits of \$1,000,000 each claim; (iii) commercial general comprehensive liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate,

providing coverage for personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Vendor's liability under this Agreement; and (iv) professional liability or errors and omissions insurance with limits of at least \$1,000,000, which provides coverage on an occurrence basis or, if on a claims-made basis, then Vendor will maintain continuous coverage for five (5) years after the termination or expiration of this Agreement; and (v) automobile liability insurance with not less than an \$1,000,000 limit covering the use of any auto in the rendering of Services to be provided under this Agreement.

(b) The insurance required under this Section must be carried by companies rated "A, X" or better by A.M. All such insurance must be primary and noncontributing with respect to any policies carried by the Peralta Entities who shall, with the exception of the workers compensation coverage, be added as an additional insured. Vendor will, upon execution of this Agreement, provide Customer with an industry-standard certificate of insurance evidencing these coverages. Such certificate shall name the District, all of its colleges, Board of Trustees, officers and employees as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Customer. If any of the foregoing coverages expire, change or are canceled, Vendor shall notify Customer no less than thirty (30) days prior the effective date of such expiration, change or cancellation. The insurance requirements under this Agreement will not limit or relieve Vendor of its duties, responsibilities or liabilities under this Agreement. Vendor may, upon the provision of financial assurances to the satisfaction of the District, and with the prior written consent of District, self-insure any of the above insurance obligations to the extent agreed to in writing by the District.

8. GENERAL

8.1. Independent Contractor. Vendor is an independent contractor and engages in the operation of its own business. Neither Party is or will be deemed the agent of the other Party for any purpose, including entering into contracts, assuming obligations or making any warranties or representations on behalf of the other Party. Nothing in this Agreement will be construed to establish a relationship of co-partner or joint venture between the Parties. The Parties agree that by virtue of this Agreement or the provision of the Services under this Agreement, Vendor, its employees, subcontractors or agents shall not be entitled to any Peralta Entity's employee benefits or policies, including but not limited to vacation, sick leave, wages, severance, life insurance, death benefits, accident and health insurance, qualified pension or retirement plan or other benefits.

8.2. Subcontractors. Vendor will not subcontract or delegate any Services to any subsidiary, affiliate or

third party except with Customer's prior written consent.

8.3. Successors and Assigns. Vendor will not assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of Customer. This Agreement and all of its provisions will inure to the benefit of and become binding upon the Parties and the successors and permitted assigns of the respective Parties.

8.4. Non-Discrimination. Vendor agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, District Board Policy 4.03, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. Vendor agrees and assures that Vendor will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

8.5. I-9. Vendor certifies to District that Vendor shall comply during the Term with the Immigration Reform and Control Act of 1986 and any and all regulations promulgated thereunder.

8.6. Conflicts of Interest. Vendor represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or the District's conflict of interest code, Board Policy 6.86. Vendor represents that it has completely disclosed to the District, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which Vendor believes any member of the District, or other officer, agent, or employee of any Peralta Entity presently has, or will have, in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. If Vendor subsequently becomes aware of any such facts, Vendor shall promptly provide notice to the District of same, along with a proposal for remedying the violation. The District, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

Vendor represents that it does not presently have, and shall not have during the Term, any direct or indirect interest that would conflict in any manner or degree with the performance of Services to be provided hereunder. Vendor further represents that it will not employ, subcontract to, or otherwise involve any person or entity having such conflicts of interest in the performance of Services hereunder. If Vendor subsequently becomes aware of any such conflicts of interest, Vendor shall promptly provide notice to the District of same, along with a proposal for remedying

the violation. The District, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

8.7. Governing Law. Vendor shall comply with all applicable Laws relating to the provision of Services hereunder. This Agreement will be governed by the laws of the State of California without giving effect to choice of law principles. Any action brought under or in relation to this Agreement will be brought in a state or federal court with venue in Alameda County, California.

8.8. Notices. All notices provided under this Agreement (“Notices”) must be in writing, and will be deemed given upon receipt if sent as follows: personally delivered or sent by confirmed fax, overnight mail by USPS or a commercial service with confirmed delivery, or certified mail (return receipt requested). If notice is mailed or faxed, delivery is effective at the date and time shown on the confirmation or return receipt. The addresses for notices are set forth on the signature page of this Agreement. These addresses may be changed by written notice to the other Party.

8.9. Publicity. Vendor will not, without the prior written consent of the District, use in advertising, publicity or otherwise the names, trade names, service marks, trade dress or logo of any Peralta Entity or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties.

8.10. No Waiver. The waiver of a breach of any term or condition of this Agreement will not serve to waive any other breach of that term or condition, or of any other term or condition, unless agreed by the Parties in writing.

8.11. Severability. If any provision of this Agreement is found to be unenforceable, then the unenforceable provision will be reformed to conform to the law and all other parts of this Agreement will remain enforceable.

8.12. Remedies Cumulative. The rights and remedies of the Parties provided in this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

8.13. Force Majeure. Neither Party will be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, war or other violence, or any law, order or requirement of any governmental agency or authority (“Force Majeure”) if the Party claiming the Force Majeure uses reasonable efforts to continue to perform. A Party invoking Force Majeure will give prompt written notice thereof to the other Party.

8.14. Controlling Terms. The provisions of this Agreement supersede any inconsistent provisions in Vendor’s quote, proposal, confirmation, acceptance,

acknowledgement or similar form. In the event of an actual conflict within this Agreement, the provisions will govern in the following order: (i) the main body of the Agreement; (ii) the applicable or most recent Statement or Work; and (iii) any other Exhibits attached to this Agreement. The provisions of this Agreement and the terms of any Scope of Work, as amended by a Change Order will supersede any inconsistent provisions contained in Vendor’s quotation, invoice, confirmation, acceptance, acknowledgement or similar document. All terms or conditions proposed in Supplier’s acceptance or acknowledgment form which add to, vary from, or conflict with the provision in this Agreement will be void. Any pre-printed terms in Supplier’s documents will also be void. In the event of conflicting provisions between the following documents, the provisions will govern in the following order: the latest Change Order, if any; the Scope of Work; the main body of the Agreement; and the exhibits in order of priority as set forth in the table following the signature blocks.

8.15. Entire Agreement; Modifications. This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement. This Agreement, including all exhibits hereto (all of which are incorporated in this Agreement by reference), constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between the Parties regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of District and Vendor.

<u>Exhibits</u>		<u>Order of Priority</u>
A	Scope of Work	1
B	District Vendor Travel and Expense Reimbursement Policy	2

IN WITNESS WHEREOF, District and Vendor have executed this Agreement as written below.

VENDOR:

[USE FOR INDIVIDUAL VENDOR AND DELETE CORPORATE SIGNATURE BLOCK BELOW]

_____,
an individual
Print Name

(Signature)

[USE FOR CORPORATE VENDOR AND DELETE INDIVIDUAL SIGNATURE BLOCK ABOVE]

By: _____
Title: _____
Print Name: _____

Date: _____

Address:

Fax:

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Jowel C. Laguerre, PhD., Chancellor
Date: _____

Address and Contact Person for Notices:

Peralta Community College District
Attn: _____

Fax: (510) ___-____

CC: Director of Purchasing Services
Peralta Community College District
333 East 8th Street
Oakland, CA 94606



Peralta Community College District

EXHIBIT A SCOPE OF WORK

DESCRIPTION OF SERVICES

1. Introduction

1.1 Background:

2. Definitions (listed in alphabetical order)

SOW Scope of Work

3. Description of Work Performed by Vendor

3.1 Scope of Work and Services to be provided:

Vendor shall, at its own risk and expense, perform the Services identified below, and, except as otherwise specified, furnish all labor equipment, and materials required. Services shall consist of, but not be limited to the following:

3.2 Deliverables, Due Date and Acceptance Criteria

Deliverables for this SOW shall consist of the following:

Deliverable	Due Date	Acceptance Criteria
(example) Detailed Project Plan		The Project Plan shall sufficiently detail all tasks, timelines and dependencies, and define the project goals, principles, and policies.
(example) Communication Plan		The Communication Plan documents who needs to receive information on the project, what type of information is required by these stakeholders, when that information is distributed and how it is delivered.

Deliverables:

- Describe the Deliverables to be delivered by Vendor. Identify if the Deliverable is a draft or a final report and the appropriate format, (MS Word, MS PowerPoint presentation, Visio, Excel, object code, source code, training material, etc.).
- Provide additional detail if the Deliverables need to be compatible with a specific computer operating system environment or with specific versions of other third party software tools (i.e., the most current release).
- Describe any Vendor “Pre-Existing Materials” or “Third Party Materials” (defined in the MSA) that will be included with the Deliverables. [Note: The ownership of these materials will not ordinarily pass to Customer. It is important that we know the parts of the Deliverables that may contain these items and what limitations, if any, we have to use them going forward.]
- Specify what performance characteristics of the Deliverables, if applicable, are necessary to meet Customer’s needs.

- Specify if there are any special warranties or guarantees that are required by Customer, other than those specified in the MSA.

Acceptance Criteria:

- Define the Acceptance process (when and who will be responsible).
- Specify consequences if a Deliverable fails to meet the Acceptance Criteria or the performance criteria (i.e., withhold payment, reject Deliverable, reject all Deliverables, etc.). [Note: these consequences are in addition to (and not in lieu of) the rights of Customer under the Agreement.] A SUGGESTED CLAUSE MAY CONSIST OF SOMETHING ALONG THESE LINES:

To the extent a portion of any Service or Deliverable does not conform to the Acceptance Criteria set forth herein, as determined by the Customer, Customer shall promptly notify Vendor of such nonconformance and Vendor shall have ___ days from the date of such notification to re-perform the Service or to cure the nonconformance and to deliver to the Customer a version of the Deliverable and Services that conforms in all material respects to the Acceptance Criteria, to the Customer’s satisfaction, at no additional charge or expense to the Customer. At the time of re-performance or re-delivery, the process of acceptance shall again apply (at no additional charge or expense to the Customer), calculated from the date of delivery of the corrected Service or Deliverable. These rights are in addition to (and not in lieu of) the rights of Customer under the Agreement.

Customer shall notify Vendor in writing when “Final Acceptance” of the Services specified under the SOW has occurred. In no event shall Final Acceptance occur until all Deliverables specified in this SOW have been received and accepted by the Customer Project Manager in accordance with this SOW.

3.3 Progress Reporting and Communications:

Vendor shall provide weekly status reports. Both the Vendor and the Customer Project Managers will collaborate to create the weekly status report. The status reports will include, but not be limited to, project status, schedule, budget and risk management issues, etc. The status reports will be due each week as determined at the start of the Services and shall be mutually agreed to by Customer and the Vendor.

3.4 Resources to be Provided:

Vendor shall ensure that its personnel and any approved contractors assigned to perform Services under this SOW (“Personnel”) have the necessary qualifications, competence, and experience required to fulfill their respective responsibilities in providing the Services and Deliverables detailed in this SOW, including the following specific skills and experience:

- Define the specific resource types (or named individuals) that will be provided by Vendor to support the Services (include Vendor’s personnel and any contractors).

Name	Job Title	Roles/ Responsibilities	Start Date	End Date	Rate Per Hour	Total Hours
					\$	
					\$	

In the event Vendor’s Personnel fails to perform in accordance with the requirements stated herein, Vendor shall replace the Personnel at the request of the Customer Project Manager. The Customer Project Manager may request replacement or removal of Vendor resources as needed by providing Vendor a ___ business day written notice. The Customer Project Manager shall approve the replacement of all Personnel prior to assignment to the project. Such approval shall not be unreasonably withheld.

3.5 Location:

Services shall be performed primarily at _____, with occasional travel to other facilities at the request of the Customer Project Manager.

4. Vendor Responsibilities

Internal Working Draft

Vendor shall provide computers with network capabilities and shall provide all Vendor Personnel with the tools needed to produce the Deliverables.

- *Identify what specific materials or methods the Vendor will need to obtain and/or provide in order to provide the Services (i.e., equipment, software, methodologies).*
- *If software programs are to be written by the Vendor, identify if the Vendor will need to include comments in the program code that will be sufficient for a Customer programmer to understand and maintain the program.*

5. Customer Responsibilities

- *Insert the following language if Customer will be providing computer equipment:*

Customer will provide workstations and the standard suite of Customer office software required to support the computer environment for the project for Vendor's use while working on Customer's premises.

Vendor acknowledges that Customer may withhold the final payment due under this SOW until all such Customer property has been returned by Vendor.

6. Pricing and Payment

If this is a fixed fee arrangement, include the following: Vendor shall provide the Services and Deliverables specified in this SOW for a fixed price of \$ _____.

[If it is not a fixed fee agreement, then remove the prior sentence and substitute with the following:] Vendor shall provide the Services and Deliverables specified in this SOW in an amount not to exceed \$_____, calculated on an [hourly] basis at the rate of [\$_____].

[If expenses are reimbursable, please identify the policy and the process for submitting for reimbursement, including any supporting documentation that is required. If no expenses will be paid, add the following:]

Travel and expense costs are in addition and shall be reimbursed only in accordance with the District's Travel and Expense Policy set forth in the Agreement. The total not-to-exceed amount for travel and expenses is: \$ _____, which amount shall not be more than ____ percent of fees to be paid under this SOW.

The total not-to-exceed SOW value of this SOW, including travel and expense costs, is \$ _____.

[If expenses are NOT reimbursable, please remove the above sentences regarding expenses and instead add the following:]

Customer shall not reimburse Vendor for any costs or expenses, and any such costs and expenses incurred by Vendor in the performance and delivery of the Services and the Deliverables will be the sole responsibility of Vendor.

Vendor will not invoice Customer for any additional fees or expenses that are not specifically identified under this SOW.

[Choose one of the two following options as applicable depending on whether payment are tied to specific milestones or based on specific payment schedules such as monthly or quarterly, etc. Please update/adjust the table below accordingly:] Vendor shall submit an invoice [for each Deliverable/milestone payment specified in this SOW after completing the applicable Deliverable/milestone as evidenced by Customer's written (or e-mail) acknowledgement] **OR** [based on the [monthly] payment schedule set forth below during the time that Vendor is providing Services under this SOW]].

[Deliverable/Milestone] OR [Payment Schedule]	Payment Amount (\$)
	\$
	\$
	\$
Reimbursable Expenses:	\$
Total SOW Amount:	\$

Vendor invoices shall be tied to the successful completion of the Services and Deliverables as set forth above and shall include delivery and acceptance approval from the Customer Project Manager.

7. Management Approach

7.1 Deliverable Acceptance Management:

All Deliverables from Vendor identified in this SOW shall be submitted electronically to the designated Customer Project Manager for approval. Customer approval or revision instructions shall be provided to Vendor within five (5) business days of Deliverable submission. The Customer Project Manager shall determine if the Deliverables meet the Acceptance Criteria identified in this SOW, and such determination shall not be unreasonably withheld or delayed. Customer’s notification of its acceptance shall come from the Customer Project Manager and may be given via e-mail.

7.2 Risk Management:

Vendor shall use commercially reasonable efforts to inform the Customer Project Manager of status of the Project, as well as any issues and additional support requirements that arise from time to time. Issues are defined as any outstanding item that has a high probability of occurring (or has occurred) and that may (or has) adversely impacted or inhibited the progress of the project. In the event that the parties cannot agree on how to resolve an issue in a timely manner, the parties shall use the Escalation Process described below:

Escalation Process:

- For any issues that are not initially resolved within five (5) business days by the Customer and Vendor Project Managers, these issues shall be submitted for resolution to the Senior Managers of both parties.
- For any issues that are not resolved within five (5) business days after being submitted for resolution to the respective Senior Managers, these issues shall be submitted for resolution to Vendor’s and Customer’s next higher level of senior management together with any Vendor or Customer resources that are mutually deemed to be necessary for resolution of the applicable issue.

7.3 Change Management:

Customer, at its sole discretion, may authorize changes to the project scope, Deliverables, schedule, resources and/or cost in accordance with the following provisions:

The Customer Project Manager shall propose a change in the scope;

The Customer Project Manager and the Vendor Project Manager will jointly evaluate and approve any change; and

The parties must execute an amendment to this Agreement reflecting the agreed-to changes.

8. Issues and Problem Management:

The Vendor’s weekly status reports shall include a discussion of identified issues and proposed resolutions. All risks and issues will be tracked using an issue log and documented in meeting minutes. The Customer and

Vendor Project Managers will work together to resolve all issues.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Customer identified on the first page hereof and Vendor have executed this Agreement as written below.

VENDOR:

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Title: _____
Print Name: _____

By: _____
(Signature)
Title: Chancellor
Print Name:
Date:

Date: _____

Approved as to Legal Form:

Address:

Fax:

Dated: _____

Address and Contact Person for Notices:

[INSERT NAME OF CUSTOMER]

Attn: _____

Fax: (510) ___-____

CC: Director of Purchasing Services
Peralta Community College District
333 East 8th Street
Oakland, CA 94606)



Peralta Community College District

EXHIBIT B **DISTRICT TRAVEL AND EXPENSE REIMBURSEMENT POLICY**