



## Peralta Community College District

### REQUEST FOR PROPOSAL

#### RFP No.: 19-20/10 District-Wide Community-Based Safety Services

The Board of Trustees of the Peralta Community College District (District), Oakland, California, through the Office of Purchasing, is hereby requesting proposals for the above-mentioned project. The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

#### Proposal Information

<b>Proposal Description</b>	District-Wide Community-Based Security Services
<b>Proposal Type</b>	Professional Services
<b>Proposal Issued</b>	Week of June 8, 2020
<b>Department</b>	Department of General Services
<b>Mandatory Pre-proposal Meeting</b>	<b>June 15, 2020, 1:00 PM – 2:00 PM</b> Zoom Meeting: 929 0149 5306
<b>Scheduled Publication Dates</b>	June 5, 2020 and June 12, 2020
<b>Proposal Due Date</b>	<b>Tuesday, June 23, 2020 at 1:00 PM</b>

## Instructions for Submitting Proposals

<b>Submittal Address</b>	Peralta Community College District Purchasing Department Attn: Myisha Lewis, Buyer 501 5 <sup>th</sup> Avenue Oakland, CA 94606
<b>Submittal Copies</b>	One (1) unbound copy, four (4) bound copies, and one electronic version (PDF) on a thumb drive.
<b>Submittal Envelope Requirements</b>	Proposal must be sealed and have the following information clearly visible on the outside of the envelope: <ul style="list-style-type: none"> <li>• Proposal Number</li> <li>• Name of Your Company</li> <li>• Address</li> <li>• Phone Number</li> <li>• Email Address</li> </ul>
<b>Or Submittal Electronically</b>	Vendor Registry: <a href="https://web.peralta.edu/purchasing/vendor-registration/">https://web.peralta.edu/purchasing/vendor-registration/</a> <ul style="list-style-type: none"> <li>• Solicitations From Peralta Community College District</li> </ul>
<b>Late Submittals</b>	Proposals received after the time and date stated above will be returned, unopened.

## How to Obtain Solicitation Documents

Copies of the solicitation may be obtained from:

<b>Available</b>	<b>Location</b>
<b>Yes</b>	Peralta Community College District Purchasing Department 501 5 <sup>th</sup> Avenue Oakland, CA 94606 Monday through Friday 8:30 AM to 4:00 PM (510) 466-7225
<b>Yes</b>	Website: <a href="http://www.peralta.edu">www.peralta.edu</a> . Click "District Office," then "Purchasing," then "List of Current RFPs/Bids" to locate downloadable version of solicitation.

### Questions about the Proposal

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

<b>Primary Contact</b>	Myisha Lewis, Buyer Fax: (510) 587-7895 Email: myishalewis@peralta.edu
<b>Question/RFI Due Date</b>	<b>Wednesday, June 17, 2020 by 1:00 PM</b> Please submit questions as soon as possible. No questions will be answered after the above date. All pertinent questions will be answered in writing.
<b>Response Date</b>	<b>Thursday, June 18, 2020, by 4:00 PM</b> All questions will be answered via addendum to all prospective bidders and placed on the District's website. All addendums must be acknowledged on the RFP Acknowledgement and Signature form.

### Full Opportunity

The District hereby affirms that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprises (SLBE) and Small Emerging Local Business Enterprises (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 status, political affiliation or religion, 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.

The 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 District.

## Table of Contents

### Attachments:

Title		Must Be Returned with Proposal
1	Vendor Questionnaire and Certificate Of Compliance	Yes
2	Certificate Regarding Workers' Compensation	Yes
3	Statement of Equal Employment Opportunity	Yes
4	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	No. "Definitions" and "Geographic Location Requirements" apply, however.
5	SLBE/SELBE Self Certification Affidavit	Yes, if applicable.
6	Non-Collusion Affidavit	Yes
7	General Provisions	No
8	RFP Acknowledgement and Signature Form	Yes
9	Scope of Services and Scoring Matrix	Yes

**VENDOR'S QUESTIONNAIRE AND CERTIFICATE OF COMPLIANCE**  
**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

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

**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
<b>Total #</b>														
<b>% of assets</b>														

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

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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).**

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

**Total # of Employees \_\_\_\_\_**

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

<b>Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract</b>  (Please use the Zip+4®) Use separate sheet as necessary	1. 2. 3. 4. 5. 6.
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**CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

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.)

**Statement of Equal Employment Opportunity**  
**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

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



**SMALL LOCAL BUSINESS ENTERPRISE (SLBE) and  
SMALL EMERGING LOCAL BUSINESS ENTERPRISE (SELBE) PROGRAM  
RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

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

**Definitions:**

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

Firms that meet the District criteria for an SLBE and SELBE can complete the "**SLBE/SELBE Self-Certification Affidavit**" and 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.

**SLBE/SELBE SELF CERTIFICATION AFFIDAVIT**  
**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise (SLBE) or a Small Emerging Local Business Enterprise (SELBE) and resides in the geographic location of the District’s catchment area and qualifies for the points listed below. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the preferences.

<b>Certification Status</b>	<b>Preference</b>	<b>Preference Claimed (check only one)</b>
SELBE	5 points	
SLBE	3 points	
Based in Catchment Area	1 point	

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

**NON-COLLUSION AFFIDAVIT**  
**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

State of California, County of Alameda

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

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

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

**Exhibit 7: GENERAL PROVISIONS**  
**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

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 (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

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

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

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

(g) **Policy Obligations:** 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 8<sup>th</sup> Street  
Accounts Payable Department  
Oakland, CA 94606

CONTRACTOR:

Name  
Address

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

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

2. **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.

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

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

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

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

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

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

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

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

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

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

**End of Section**



**Exhibit 8: RFP Acknowledgement and Signature Form**

**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

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

**Addendum Acknowledgement**

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

**Acknowledgement and Signature:**

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

Vendor Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

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

**Decline Proposal:**

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

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Exhibit 9: Scope of Services**  
**RFP No.: 19-20/10 District-Wide Community-Based Safety Services**

**Scope of Work.** The Peralta Community College District (District) includes Laney College in downtown Oakland, Berkeley City College in downtown Berkeley, Merritt College in the Oakland Hills, and the College of Alameda on Alameda Island. District offices are located across the street from Laney College.

The District is seeking a community-based security service that focuses on personal engagement between the security team, students, faculty, staff and administration. The ideal vendor will understand restorative justice principles and de-escalation techniques, and will earn the trust of the communities they serve. The vendor and those that they employ, will have particular sensitivity to communities of color and communities that have experienced the de-humanizing effects of institutional racism, oppression and willful neglect. The security firm will employ a team of first responders that will be dispatched through the District's centralized dispatcher. Ideally, these first responders will come from the community and have specific knowledge of the community they serve.

Security personnel will walk the campus during daytime hours or will be stationed at the security guard's console. Personnel will be unarmed, though a two-way radio device will be provided with connectivity to other district staff and the District's dispatcher. The goal of this RFP is to create a non-lethal, non-traditional security layer that may respond to challenges before the traditional policing services are activated. Services provided under this contract will work with and will be integrated into the existing set of District security providers, including the Alameda County Sheriff's Office (ACSO), A-1 Protective Services (A-1), and a student safety aide program, administered by the Merritt College Criminal Justice Program (safety aides).

Ideally, the successful vendor will be an established entity, familiar with the District's many communities, with an established reputation for successfully working in communities of ethnic, cultural and religious diversity. The ideal approach to security will include community engagement and respect. The vendor will consider partnerships that may exceed the scope of this RFP, demonstrating their credibility with other public or private organizations, beyond the District's four college borders. The successful vendor will actively engage in assisting the District in building a security model that requires input from others, including (but not limited to) District leadership, community groups, peer groups, neighborhood groups, student groups, faculty and staff groups.

Specific services and requirements may include the following:

1. Walking the campus with two-way communication devices;
2. Engagement with students, staff, faculty and administration;
3. First responders to non-violent situations or situations requiring de-escalation tactics;
4. Ensuring main doors are opened and disarmed at the beginning and end of school day;
5. Classrooms are opened as needed;
6. Providing access to equipment as requested;
7. Providing Student/Visitor Information;
8. Student escort service to parking lots, as needed;
9. Attendance at Student Leadership Organization meetings on a regular basis;

10. Work within existing reporting systems (college and district administration) with particular attention to reporting on the use and implementation of restorative justice practices;
11. Personnel are expected to wear informal "uniforms" (or other identifying clothing) provided by the vendor;
12. Personnel will maintain a daily activity log, due by the end of the workday, and electronically submit the daily activity<sub>1</sub> log to the campus Facility and Business Directors;
13. Personnel will prepare and electronically submit incident or informational reports, due by the end of the workday, to the campus Facility and Business Directors;
14. Provide monthly written reports, electronically, of activity to the campus Facility and Business Directors;
15. May be asked to secure a building in the event of vandalism, or other natural event that causes damage to the property;
16. The selected firm will be responsible for providing training to their personnel, based on their assessment of the needs of the College.

**Proposals shall not exceed 12 pages in length.** A suggested length for each section is stated, but proposals may be composed in any fashion deemed necessary by the submitter. At a minimum, the proposals should include the following:

**Introductory letter (1 page).** Provide background about your firm, including the history of the company, the location of the home office, and the philosophy of the founders. Identify one point of contact for this solicitation and their name, title, phone number and email address.

**Approach (2 pages).** Describe how your firm provides a community-based model of security. Describe your approach to the community-based security model by answering some or all of the following questions:

1. How does your firm provide security services that emphasize restorative justice principles?
2. How does your firm provide security services that emphasize community interaction?
3. What training do you provide so that the firm's personnel understand how to "de-escalate" a situation?
4. What type of training do you provide to ensure that the personnel are racially aware, and culturally minded and sensitive to cultural diversity?
5. Are there any issues that may be important to identify before staff is integrated into the community?
6. How do you integrate your services into an existing security structure that includes traditional police force and a private security company?
7. Is there an assessment phase? An implementation phase?

**Objectives (1 page).** What are the key performance indicators that your firm identifies in order to solve the issue at hand?

1. What are the keys to success?
2. How do you measure success?

**Case Study (1 page).** Using an existing client model, explain how your firm tailored their services to meet the needs of a client.

<sup>1</sup> Activity includes, but not limited to all student contacts, requests for assistance, training and campus community engagement activities.

1. What unique processes did you use to better understand the problem?
2. How did you adjust your staff to better meet those needs?
3. What were the lessons learned from the process?
4. What would you change if you had the opportunity to start over?

**Fee Proposal (1 page).** Describe the services provided for each of the four colleges.

1. How many staff are stationed at each campus, for how many hours per week, and for how many weeks? Include supervisory personnel, equipment costs (if any).
2. Provide hourly rates for all staff participating in the program;
3. If phases are required (assessment, implementation etc.), please identify them and provide pricing for each phase.

**References (1 page).** Please provide a minimum of three (3) recent references, including the company worked for, title or reference, relationship to your team, and contact information (phone and/or email).

**Key Staff (variable).** Provide a resume or describe the experience of key members of the leadership team including the name of the person who will be the point of contact for the vendor. This person should coordinate with the Facilities director and all campus directors monthly to review the monthly report, address any issues and concerns and to assess the contract, at least for the first year or until everyone is comfortable with how things are going.

**Selection Criteria.** The successful vendor will achieve the highest score based on the following matrix:

<i>Criteria</i>	<i>Score</i>	<i>Description</i>
Approach	50	Understands the needs of the District; provides cost effective but thoughtful proposal;
Meets Objectives	15	Understands the problem statement and provides defines appropriate objectives.
Fee Proposal	15	Fee is tailored to meet the needs of the District, expeditiously.
References	10	References are enthusiastic about the services provided.
Key Leadership Staff	10	Leadership has experience with community-based, restorative justice techniques
Total Base Score	100	
SELBE or SLBE	5	Maximum of 5 points if SLBE or SELBE

The services requested by the District are considered professional services. The District is not obligated to take the lowest fee. The scoring criteria above will be used to rank the submissions.

The District has the right to reject all submittals, and re-bid if it is deemed in the best interest of the District.

Other Terms:

1. Security Services are not needed on the fourteen (14) District holidays (as listed at the bottom of this exhibit), but should include services during the summer session;
2. The security company shall provide equipment and all necessary labor during the time indicated;
3. The District will provide a work space, to be determined by each college;
4. The security company may be asked to provide additional security services for special assignments or events on occasion and will be compensated on the hourly rates provided;
5. The security company is expected to provide a uniform for their personnel, to the satisfaction of the District.
6. The security company will be responsible for all training (including proof of training), will provide training to their personnel (or will provide training from a recognized organization and will report this standard to the District), will monitor their own personnel, and will have a set of substitutes available when needed;
7. The security company is responsible for billing Peralta College District for actual services provided. The District reserves the right to verify hours and seek timecards, if desired;
8. PCCD may, at its discretion, change the scoring, criteria or other requirements of the solicitation, and will inform bidders in writing of such changes;
9. PCCD reserves the right to reject any and all proposals, or parts thereof, and to award the contract to the Service Provider whose response is most advantageous to the District;
10. As a public entity, the vendor is obligated to pay prevailing wages. The District does not require membership in the District's classified union.
11. A contract will be executed by both parties and approved by the District's Governing Board, prior to the execution of services.
12. The District reserves the right to terminate the contract without cause with a 30 day written notification. The successful Security Company will provide PCCD with a 30day written notification before terminating their contract.
13. Award and Length of Contract: The Governing Board of Trustees shall not be bound to accept the lowest cost proposal. The Board will award a one-year contract on or before July 1, 2020 with an option for two one-year renewals at the rates set in the contract, unless otherwise mutually agreed beforehand.
14. Award of Contract: The recommendation to award the contract will be made to the Peralta Community College District's Board of Trustees, before the end of June 2020.

The successful bidder, at his own expense, is to obtain and maintain any necessary permits, franchises, licenses or other lawful authority required for affecting the services to be performed under this contract.

#### District Holidays

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve - observance
Christmas Day - observance
Holiday Closures

New Year's Eve - observance
New Year's Day - observance
Dr. Martin Luther King, Jr. Day
Lincoln's Birthday Day - observance
Washington's Birthday - observance
Cesar Chavez Day - observance
Malcolm X Birthday – observance
Memorial Day

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