



Peralta Community College District

INVITATION FOR BID

Bid No.: 21-22/03- District-wide Deep Cleaning and Floor Waxing

The Board of Trustees of the Peralta Community College District, Oakland, California, through the Office of Purchasing, is hereby requesting sealed bids for this project.

The successful bidder (Contractor) will be required to furnish all labor, material, equipment, and supplies to complete the work. The Contractor must also pay all applicable taxes and provide required insurance, permits and bonding.

Bid Information

Bid Description	District-wide Deep Cleaning and Floor Waxing
Bid Type	Services
Bid Number	21-22/03
Bid Issued	July 16, 2021
Department	Purchasing
Mandatory Site Visit Date	July 20, 2021 at 10:00 AM.
Site Visit Location	10:00 AM, Laney College, 900 Fallon St, Oakland, CA, meet by the Satellite dish near the corner of 7th Street and Fallon Street.
Scheduled Publication Dates	July 16, 2021; July 18, 2021
Bid Due Date	July 26, 2021 at 2:00 p.m.

How to Obtain Bid Documents

Copies of the bid documents may be obtained at:

1. Copies of the Bid documents may be obtained by clicking on the following link: [Vendor Registry](#).

Instructions for Submitting Bids

Submittal Copies	All bids are due electronically thru the following link: Vendor Registry Oral, telegraphic, facsimile, telephone, or email SOQs will not be accepted. SOQs received after this date and time will not be accepted and will be returned unopened.
Submittal Requirements	Bids must have the following information: <ul style="list-style-type: none">• Bid Number• Name of Your Company• Address• Phone Number
Late Submittals	Proposals received after the time and date stated above shall be rejected.

Bid Questions

If you have any questions regarding this BID, please submit via Vendor Registry at the link above before 2:00 p.m. July 21, 2021. No questions regarding the specifications will be responded to after that date. All questions will be responded to and answered in writing no later than **July 23, 2021, 2:00 p.m.** All prospective bidders will receive copies of the questions and answers.

Full Opportunity

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

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

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

By: _____
Brian Slaughter, Purchasing Director

_____ Date

Section Title		Must Be Returned with Bid
1	Scope of Work	No
2	Specification	No
3	Bid Form	Yes
4	Instruction to Bidders	No
5	Bid Bond	Yes, or a Check
6	Non-Collusion Affidavit	Yes
7	Certificate Regarding Workers' Compensation	Yes
8	SLBE/SELBE Self Certification Affidavit	Yes
9	Terms and Conditions	No



Peralta Community College District

SECTION 1: SCOPE OF WORK

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

The scope of work shall entail shampoo/steam clean carpets, clean and wax hard floors (tile, etc), and pressure washing at the Peralta Community College District per these specifications and cleaning schedule.

Services shall be performed to the satisfaction of the Vice-President of Administrative Services, and Head Engineer at each campus. Contractor will coordinate work schedule and times with campus.

The prices quoted herein are firm, and are not subject to change.

SCOPE AND MATERIALS:

Head Custodians will assist Contractor by unlocking all office doors.

NOTE: The bidder shall note any deviations from the specifications in his bid. Failure to note a deviation from the bid specifications may be grounds for rejection by the District for that particular bid. The District reserves the right to accept a bid containing such deviations provided that, in the sole opinion of the District, the deviation or deviations so noted do not affect the overall capability of the item bid to perform the function for which it is to be acquired and such deviations result in a lesser total cost to the District for the subject item.

END OF SECTION



Peralta Community College District

SECTION 2: SPECIFICATION

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

DEEP CLEANING

- A. General: Provide deep cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ professional cleaning service for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for validation of the cleaning efficacy:
 - a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - b. Horizontal surfaces: All horizontal surfaces must be dusted and/or washed until free of dust and grime.
 - c. Furnishings and equipment:
 - 1) Remove all gum and sticky substances from all surfaces. Wash all furniture and equipment with a neutral cleaner. Use specialized cleaner appropriate for wood and/or excessively dirty surfaces.
 - 2) Dust all machinery and equipment located in any shop area.
 - 3) Clean all marker/chalkboards and rails by washing with water and/or cleaner.
 - 4) Clean exterior of all locked lockers and interior of unlocked ones.
 - 5) Graffiti must be removed from all furnishings and equipment.
 - d. Walls: Wash all wall surfaces with detergent and water. Remove all graffiti. All restroom walls should be washed with a disinfectant cleaner.
 - e. Doors: Wash all doors, frames and hardware.
 - f. Floors:

- 1) Resilient Floors (except linoleum flooring) – Clean and refinish flooring, using appropriate procedures and finishes/sealers. Strip existing wax from all existing resilient flooring (using appropriate safety measures as recommended by the E.P.A. for any tile containing asbestos) and re-wax as follows:

- Classrooms, offices, and rooms - two coats of wax.
- Corridors - Three coats of wax.

These floors should be scrubbed with detergent – not stripped. Seal as recommended by flooring manufacturer and re-wax as indicated above.

- 2) Concrete Floors - Scrub using water and detergent.
- 3) Ceramic Floors - Scrub using water and detergent.
- 4) Wood Floors - Clean, screen and apply gym seal per manufacturer's recommendation. All gym seal to be approved by Custodial Services Department.

Carpeted Floors - Vacuum all carpets and clean by hotwater extraction.

- 5) Other Floors - Marble, terrazzo and rubber floors should be cleaned and refinished using appropriate procedures and finishes/sealers.

- g. STAIRS: All stairs to be scrubbed with detergent including walls, handrails and ledges. Finish not to be applied to stairs unless necessary and approved by the District.
- h. RESTROOMS: Thoroughly clean and disinfect all surfaces and fixtures. Remove all foreign objects from walls/ceilings and eliminate all graffiti. Specifications provided above for fixtures, walls and floors are applicable.
- i. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- j. Sweep concrete floors broom clean in unoccupied spaces.
- k. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- l. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- m. Remove labels that are not permanent.
- n. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Clean exposed surfaces of diffusers, registers, and grills.
- C. Clean all light fixtures, lamps, globes, and reflectors to function with full efficiency. Final Inspection: Any surface still exhibiting dirt, graffiti or dust shall be re-cleaned/re-stripped/refinished until free of dirt, graffiti or dust.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on District's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove materials from Project site and dispose of lawfully.

Building List for Deep Cleaning Services

DISTRICT ADMINISTRATIVE CENTER

- Clean all skylights
- Admissions and Records
- PCCD TV1
- PCCD TV2
- DAC - Central Office
- DGS - Purchasing - Warehouse Office - IT
- International ED 1
- International ED 2

COLLEGE OF ALAMEDA

- Administration- Med-Dental Bldg. A
- Auto Shop Bldg. B
- General Classrooms Building D
- Gym Building G
- Aviation Aero Tech Bldgs. A, B, and C
- 860 Atlantic Ave

BERKELEY CITY COLLEGE

- BCC Campus (five story single building)

LANEY COLLEGE

Group A

- Administrative Tower
- Art Center
- Building A
- Building B
- Building C
- Building D

- Building E
- Building F
- Student Center
- Theater

Group B

- Athletic Field House
- Athletic Field House Restrooms
- Building G - Gym & Locker Rooms
- Football Press Box
- Football Field Restrooms
- Children's Center

CAMPUS: MERRITT COLLEGE

- Building A
- Building D
- Building R
- Building S

END OF SECTION



Peralta Community College District

SECTION 3: BID FORM (Page 1 of 2)

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

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 for Bid, the Terms and Conditions and Instructions to Bidders, the Peralta Community College District (District) Contract, the Specifications and all of the contract documents for this project, and proposes to perform the contract, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, transportation and services required for the completion of the project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified for the lump sum price of (including all taxes):

Total Bid Price

Total lump sum bid price of	\$ _____ (Numeric amount)
	_____ (Written amount)
Written amount prevails if any discrepancy exists.	

Bid Elements (This Total Bid Price is composed of the following elements)

TOTAL SF COLLEGE OF ALAMEDA	152,378
ADMIN-MED-DENTAL - A	
AUTO SHOP - B	
CLASSROOM - D	
GYM - G	
AERO TECH BLDG A	
AERO TECH BLDG B	
AERO TECH SHED C	
860 ATLANTIC - COA	

TOTAL SF BERKELEY CITY COLLEGE	90,447
Single Building	

TOTAL SF LANEY COLLEGE- GROUP A	237,890
ADMINISTRATION TOWER	
ART BUILDING	
BUILDING A	
BUILDING B	
BUILDING C	
BUILDING D	

BUILDING E	
BUILDING F	
STUDENT CENTER	
THEATER	

TOTAL LANEY COLLEGE- GROUP B	67,904
ATHLETIC FIELD HOUSE	
ATHLETIC FIELD RESTROOMS	
BUILDING G	
FOOTBALL PRESS BOX	
FOOTBALL FIELD RESTROOMS	
CHILDRENS CENTER	

Peralta Community College District reserves the right to award this bid to more than one bidder based on the individual Bid Elements quoted above and/or in its entirety to just one bidder, depending on which best serves the interests of the District.

Contractor Name: _____ Initials: _____

SECTION 3 (continued): BID FORM (Page 2 of 2)

Bid No.: 21-22/03– District-wide Deep Cleaning and Floor Waxing

Agreement Terms

1. If awarded the bid, the undersigned hereby agrees to sign a District contract.
2. The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
3. Peralta Community College District reserves the right to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of the District.
4. Both pages of this Bid Form must be completed and signed in ink. The bid will be awarded to the lowest responsive, responsible bidder.

Bid Bond

Each bid shall be accompanied by cash, a cashier's or certified check payable to the Peralta Community College District, or a bidder's bond executed by an admitted surety insurer, licensed to do business in the State of California as a surety, made payable to the Peralta Community College District in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded shall execute the contract documents and shall provide the required payment and performance bonds as specified therein within ten (10) days after the notification of the award of the contract.

Amount – Bidders **must** enclose an amount of not less than 10 percent of the entire bid as **either**:

_____ Certified or Cashier's Check: Check Number: _____

Issuing Bank: _____

Amount: \$ _____

_____ Bidder's Bond: Surety Company: _____

Bidder Information and Signature

Contractor Name: _____ Title: _____

Address: _____

Telephone: _____ Fax: _____

Contractor License #: _____ Expiration Date: _____

Authorized Signature: _____ Date: _____



Peralta Community College District

SECTION 4: INSTRUCTIONS TO BIDDERS

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

Bid Proposals:

No bid proposals shall receive consideration by the Peralta Community College District (hereinafter "District") unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Bid proposals must be sealed and filed at the office of the Director of Purchasing located at 501 5th Avenue, Oakland, California, 94606 no later than the time specified in the invitation. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated shall not be opened and shall be returned, sealed, to the bidder.

2. Bidders Conference. A non-mandatory bidders site visit will be held on the date specified in the invitation., for the purpose of acquainting all prospective bidders with the bid documents.

3. Requests for Information.
Any questions relative to the bid should be in writing and directed to the buyer or his or her designee at the address specified for receipt of bid proposals.

4. Bid Proposal Forms. Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineation, alterations, or erasures.

5. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's California contractor's license number and expiration date.

6. Bid Security. Bid proposals should be accompanied by a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If the bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District. The certified or cashier's check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in the case of refusal or failure to enter into the contract within ten (10) calendar days after notification of the award of the contract, the District shall have the right to award to another bidder. If the bidder fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of forty-five (45) calendar days after the opening of bids.

8. Addenda or Bulletins. Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the Contract Documents. No addendum will be issued on such requests received later than five (5) calendar days before the scheduled opening of bids.

9. Award of Contract. The District reserves the right to reject any and all bid proposals to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

10. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in the Contract Documents. All required bonds shall be calculated on the maximum total purchase price. A bidder's failure to submit the bonds requested shall result in rejection of the bid proposal.

11. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and the right to accept or reject any and all bids, or to accept or reject any portion or combination thereof, or award on the basis of the total bid, when to do so is in its own best interest. The Contract will be awarded within forty-five (45) calendar days after opening of Bids to the lowest responsible Bidder complying with the requirements of the Contract Documents, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible Bidder.

12. Execution of Contract. The successful bidder shall, within ten (10) calendar days of notice of award of the contract, sign and deliver to the District, without exception, the executed District contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that the contract has been awarded to the bidder, or fails to provide the required bonds and certificates, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and, at its sole discretion, call for new bids.

13. Drawings and Specifications. Each bidder shall be required to return to the District all drawings and specifications in an unmutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of District.

14. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization and workforce available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Taxes. Taxes shall be included in the bid prices. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to districts.

16. Bid Exceptions. All exceptions to the plans and specifications which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid

response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered and a sealed telegraphic modification may be considered only if received prior to opening of bids. Faxed bids or modifications will not be accepted.

17. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

18. Quantities. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

19. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

20. Samples. On request, samples of the products being bid shall be furnished to the District at no cost to the District.

21. Special Brand Names. In describing any item, the use of a manufacturer or special brand, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. If a bidder is requesting substitution of "an equal" item, the make and grade of the article on which the bid is submitted must be stated in the bid proposal and illustrations and catalogue information submitted. The District reserves the right to make all decisions on product and vendor selection.

22. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed in ensure safe transportation to point of delivery.

23. Bid Negotiations. A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific term.

24. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, California Labor Code Sections 1771, 1778 and 1779.

25. Governing Law and Venue. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County, California.

26. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114, inclusive, every bidder shall, on the enclosed form set forth:

(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.

(b) The portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and will perform that portion of

the work. The successful bidder shall not, without the consent of the District, and in compliance with Public Contract Code Sections 4100 - 4114, either:

- (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid;
- (2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
- (3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor.

27. Examination of Contract Documents and Work Site. Before submitting a bid proposal, bidders shall examine the contract, the drawings, the specifications and other Contract Documents. Bidders shall visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no bidder shall visit the site without prior authorization. All bidders are requested to contact the Physical Plant Department or designee for coordination of site visits. Submission of a bid proposal constitutes acceptance of the terms of this provision.

28. Form of Contract. The bidder selected by the District will be required to execute, without exception, a contract in form and substance substantially similar to that included in the bidding package. The contract and other documents are subject to the approval of the District and its legal counsel.

29. Licenses. Each bidder, and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the District's satisfaction may result in rejection of the bid.

30. Denial of Right to Bid. Contractors or subcontractors who have violated state law governing public works shall be denied the right to bid on this public work contract as set forth in California Labor Code Section 1777.7.

31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or make a prime proposal.

32. Contractor's State License Board. Contractors' are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, California 95826.

33. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

_____ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

_____ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation [see bid proposal form] as being used for the purpose of determining the lowest bid price.

_____ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items, depending upon available funds as identified in the solicitation.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.



Peralta Community College District

SECTION 5: BID BOND

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

Know all men by these presents, that we _____ as principal, and _____, as surety are firmly bound unto the Peralta Community College District (hereinafter "District"), in the penal sum of **TEN PERCENT (10%) of the Total Amount of the Bid** of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, for _____

Now, therefore, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified within sixty (60) calendar days after said opening; and if the Principal is awarded the contract and shall within the period specified thereafter, or, if no period be specified, within five (5) calendar days after the prescribed forms are presented to him or her for signature, enter into a written contract with DISTRICT, in accordance with the bid as accepted or fail to give bond with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the work of installation under the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay DISTRICT the difference between the amount specified in said bid and the amount for which DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

In witness whereof the above-bounded Parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

Attach Attorney-In-Fact
Certificate

By _____

Title _____

(To be signed by Principal
and Surety and Acknowledgment
And Notary Seal to be Attached.)



Peralta Community College District

SECTION 6: NON-COLLUSION AFFIDAVIT

(To be executed by bidder and submitted with bid)

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

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: _____



Peralta Community College District

SECTION 7: CERTIFICATE REGARDING WORKERS' COMPENSATION

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

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

SECTION 8: SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

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

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

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

Definitions:

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

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

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

Geographic Location Requirements:

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

requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

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

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

SECTION 9: SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

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

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

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

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

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

RFP Number: _____ RFP Name: _____

Signed

Date

Printed or typed name

Title

Name of Company

Telephone

SECTION 10: TERMS AND CONDITIONS

Bid No.: 21-22/03 – District-wide Deep Cleaning and Floor Waxing

AGREEMENT. Submission of a signed bid will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Request for Bids. The Bidder's signed bid and the Peralta Community College District (PCCD) written acceptance or purchase order shall constitute bidder's intent to enter into a PCCD contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this quote without first obtaining the specific written consent of the PCCD.

CANCELLATION OF SOLICITATION. The PCCD may cancel this solicitation at any time.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the bidder will meet all requirements of the specifications in this Request for Bid unless deviations therefrom are clearly indicated in the pages of this solicitation, or in an attachment entitled "Exceptions to Specifications" submitted and signed by bidder's authorized representative. In order for the quote to be considered, an explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it was taken. Submittal of brochures or other manufacturers' literature as substitution for compliance/deviation information shall not be deemed to comply with this requirement and may be grounds for rejection of quote. Submittal of brochures or other literature as additional information is desirable. Bidder shall submit with his quote full descriptive data, including make and model specifications, general drawings (if applicable), brochures, and any other product or service information.

LAWS GOVERNING THE CONTRACT. This contract shall be in accordance with the laws of the state of California. Parties further stipulate that this contract was entered into in the County of Alameda and the State of California and is the only appropriate forum for any litigation resulting from breach hereof or any questions arising herefrom.

RIGHTS RESERVED.

A. **Rejection.** The PCCD reserves the right to reject any or all quotes or any part thereof, or to accept any quote or any part thereof, or to waive any informalities in any quote, whenever it is deemed to be in the best interest of the PCCD. The PCCD also reserves the right to reject the quote of any bidder who has previously failed to perform adequately for the PCCD or any other governmental PCCD.

B. **Cover.** Should the successful bidder fail to comply with the conditions of this quote or fail to complete the required work or furnish the required materials within the time stipulated, the PCCD reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful bidder.

C. **Severability.** If any provision, or any portion of any provision, of any contract resulting from this quote shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the PCCD.

WARRANTY BY BIDDER. Successful Bidder shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one- (1) year from date of final acceptance by the PCCD. Time is of the essence of this contract. Successful Bidder shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.