



**Project Manual for:**

---

**Bid No. 21-22/27**

**PERALTA COMMUNITY COLLEGE**

**DISTRICT WIDE DEEP CLEANING SERVICES  
Project Number: 1932**

**Bid Date: July 6, 2022**

---

**Peralta Community College**

Brian Slaughter, Director of Purchasing

Seraphine Nzomo, Buyer-Bonds/Capital Projects

Advertisement Date: 06/10/2022; 06/17/2022

Requests for Information (RFI) due date: 06/27/2022, 3:00 p.m.

**Bid Due Date: July 6, 2022, by 3:00 p.m.**

**NOTICE  
INVITATION FOR BIDS**  
Bid No. 21-22/27

**District Wide Deep Cleaning Services**

Notice is hereby given that **All bids must be submitted electronically via Vendor Registry:** [Peralta Community College Current Solicitations | Vendor Registry](#) on or before Wednesday July 06, 2022 by 3:00 p.m., at which time they will be publicly opened and read via zoom.

**Meeting I.D 914 0036 1785**

<https://cccconfer.zoom.us/meeting/register/tJUUpd-mrqDotEtEN7eY372eYyLG5LN5yvAR7>  
for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

**District Wide Deep Cleaning Services as per these specifications and cleaning schedule**

in accordance with the Peralta Community College(s) specifications and contract documents.

Bid must be submitted electronically via the Vendor registry [Peralta Community College Current Solicitations | Vendor Registry](#) and should be properly identified with the Bid Name, Bid Number and Bid Submittal Deadline. Telephone, telegraphic, facsimile and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received electronically before the Bid Submittal Deadline.

Specifications. Specifications and bid documents may be viewed and downloaded on this link:  
[Peralta Community College Current Solicitations | Vendor Registry](#)

**Mandatory Pre-Bid Conference.** A mandatory pre-bid conference will be held via zoom on **June 21, 2022, at 10:00A.M.** See meeting details below:

You are invited to a Zoom meeting.  
When: Jun 21, 2022, 10:00 AM Pacific Time (US and Canada)

Register in advance for this meeting:  
<https://cccconfer.zoom.us/meeting/register/tJMSf-6spzoiH9ZqbffjR7AW22FrNtBa3RI6>

**Meeting I.D: 971 8749 1852**

After registering, you will receive a confirmation email containing information about joining the meeting.

**Bid Questions/RFI**

Questions regarding this Bid must be submitted in writing via, [Peralta Community College Current Solicitations | Vendor Registry](#) and must be submitted on or before 3:00 P.M. Monday, June 27, 2022.

Bid Security Bond. Each bid shall be accompanied by a bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options.

By: \_\_\_\_\_  
Brian Slaughter, Purchasing Director

Date \_\_\_\_\_

Publication: June 10, 2022: June 17, 2022

## **SECTION-1**

### **DETAILED SCOPE OF WORK**

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 per these specifications and cleaning schedule.

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

**This project will start on July 11, 2022 and must be completed by August 31, 2022.**

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

Head Custodians will assist Contractor by unlocking all office doors.

Contractor will be responsible for moving any furniture in the way of cleaning

**NOTE:** The bidder shall note any deviations from the specifications in their 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 for the subject item.

#### **Peralta Community College Contacts**

- District Office, 333 East Eighth Street, Oakland, CA 94606  
Cesar Diaz, Chief Engineer – 510-875-9046  
Head Custodian, Dante Zedd – 510-575-1721  
Atheria Smith, Vice President for Department of General Services, 510-466-7864
- College of Alameda, 555 Ralph Appezato Memorial Parkway, Alameda, CA 94501  
Curtis Todd, Chief Engineer, 925-421-8233  
Head Custodian, Lonnie Sampson, 909-485-5268  
Augustine Gill, Vice president of Administrative Services, 510-748-2211
- Laney College, 900 Fallon Street, Oakland, CA 94607  
Cesar Diaz, Chief Engineer, 510-875-9046  
Head Custodian, Quaran Dixon, 510-464-3114  
Amy Marshall, Director for Facilities and College Operations. - 510-986-6984
- Merritt College, 12500 Campus Drive, Oakland, CA 94619  
Felix Smith, Chief Engineer, 510-436-2527  
Head Custodian, Anthony Walker, 510-434-2525  
Garth Kwecien, Vice president of Administrative Services, 510-434-3891
- Berkeley City College, 2050 Center Street, Berkeley, CA 94704  
Javier Lopez, Chief Engineer, 510 - 981-2970  
Head Custodian, Bobby Birks, 510-981-2969  
Sean Brooks, Vice President of Administrative Services – 510-981-2840

**SECTION -2**  
**DISTRICT WIDE DEEP CLEANING SERVICES**  
**SCOPE OF WORK:**

**Complete the following cleaning operations before requesting inspection for validation of the cleaning efficacy:**

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.

**Horizontal surfaces:** All horizontal surfaces must be dusted and/or washed until free of dust and grime.

**Furnishings and equipment:** 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.

Dust all machinery and equipment located in any shop area.

Clean all marker/chalkboards and rails by washing with water and/or cleaner.

Clean exterior of all locked lockers and interior of unlocked ones.

Graffiti must be removed from all furnishings and equipment.

**Walls:** Wash all wall surfaces with detergent and water. Remove all graffiti. All restroom walls should be washed with a disinfectant cleaner.

**Doors:** Wash all doors, frames and hardware.

**Floors:** 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.

**Concrete Floors** - Scrub using water and detergent.

**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 hot water extraction. Contractor shall shampoo/steam-clean carpets between 8:00 a.m. Monday and 5:00 p.m. Friday. Contractor shall pre-treat all spots on carpets and as applicable before steam cleaning.

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

**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 .

**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.

Contractor will remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

Sweep concrete floors broom clean in unoccupied spaces.

Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

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.

Remove labels that are not permanent.

Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

Clean exposed surfaces of diffusers, registers, and grills.

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 at contractor's own expense.

Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on 's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove materials from Project site and dispose of lawfully.

End of Section 2

## **SECTION -3**

### **Building List for Deep Cleaning Services and Square Footage**

#### **CAMPUS: BERKELEY CITY COLLEGE**

**BCC Campus** (five story single building)

Berkeley City College	165,690
<u>Teaching Learning Annex</u>	<u>25,374</u>
<b>Total Square Feet</b>	<b>191,064</b>

#### **CAMPUS: COLLEGE OF ALAMEDA**

**Campus wide:**

- A. Clean all skylights
- B. Clean all venetian blinds (all buildings)
- C. Power wash all stairwells, walkways and the quad area
- D. Shampoo all carpets (all buildings)
- E. Clean all air vents (classrooms, labs, library, private offices, open office areas, etc.)

**Classrooms**

Buildings: B (2<sup>nd</sup> floor); C (1<sup>st</sup>, 2<sup>nd</sup> floors); D (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> floors); F (1<sup>st</sup>, 2<sup>nd</sup> floors); G (1<sup>st</sup>, 2<sup>nd</sup> floors)

- A. Strip and wax floors
- B. Clean chalkboards and whiteboards

**Building F cafeteria – deep cleaning of cafeteria equipment**

- A. Clean commercial stove hood filters
- B. Clean grills in cooking area
- C. Clean heavy-duty microwave in the area

#### **College of Alameda – Square Feet**

ADMIN-MED-DENTAL - A	34,084
AUTO SHOP - B	30,176
CLASSROOM/LAB & BOILER - C	20,991
CLASSROOM - D	50,888
STUDENT UNION - F	22,762
CENTER FOR LIBERAL ARTS	52,994
AERO TECH BLDG A	10,908
GYM - G	40,088
LEARNING RES CTR - L	41,536
CHILDRENS CENTER	10,192
P - ONE STOP CAREER CENTER	5,000
S - ASTI	4,000
TENNIS SUPPLY B	77
AERO TECH BLDG B	21,200
DIESEL MECHANICS - E	11,850

PRESSBOX	192
BB CONCESSIONS/RR	1,228
BB DUGOUT 1	440
BB DUGOUT 2	440
SOCCER FIELD RESTROOMS	820
AERO TECH SHED C	400
860 ATLANTIC - COA	20,079
<b>Total COA Square feet</b>	<b>380,345</b>

**CAMPUS: LANEY COLLEGE**

**Campus wide:**

- A. Power wash lower restroom floors, 8 total (Buildings A, C, D, F)
- B. Shampoo all carpets in Library – 4 floors
- C. Clean all air vents and pipes in Library
- D. Dust all machines and clean the sinks and floors in Welding Shop.

**Laney College-Square Feet**

ADMINISTRATION TOWER	53,988
BUILDING A	66,980
BUILDING B	43,002
BUILDING C	7,491
BUILDING D	9,592
BUILDING E	38,856
BUILDING F	38,090
BUILDING G	60,754
FORUM	6,466
GYMNASIUM	19,370
LIBRARY	46,749
STUDENT CENTER	49,935
LOCKER	18,100
THEATER	36,134
CHILDRENS CENTER	8,569
ART BUILDING	21,561
CONCESSION STAND	500
FOOTBALL PRESS BOX	2,750
ATHLETIC FIELD HOUSE	17,623
ATHLETIC FIELD RESTROOMS	800
FOOTBALL FIELD RESTROOMS	800
BEST CENTER	4,257
EAGLE VILLAGE	10,560
<b>Total SQFT</b>	<b>562,927</b>

**CAMPUS: MERRITT COLLEGE**

**Building A, Upper and Lower**

- A. Shampoo or extract carpet in classrooms and office areas, Rooms: A-106, A-109, A-112, A-113, A-116, A-129, A-137, A-200, A-201, A-202, A-203, A-204, A-205, A-206, A-218.
- B. Strip and wax tile in classrooms and office floors, Rooms: A-100, A-102, A-106, A-113, A-122, A-128, A-211, A-214, A-215, A-217

**Building D, Lower**

- A. Clean and wax hard floors, (tile, etc.), Rooms: D-119, D-121, D-122, D-127, D-130, D-132, D-133, D-136, D-137, D-144, D-160, D-165, D166.
- B. Clean and shampoo carpets in hallways, Rooms D-128, D-178, D187, D-188
- C. Clean all windows inside and outside, including windows on doors.

**Building D, Upper**

- A. Clean and wax hard (tile, etc.), Rooms D-200, D-208, D-209, D-210, D-221, D-224, D-228, D-229, D-233, D-234, D-235, D-243, D-247, D-252.
- B. Clean and shampoo carpets in hallways, Rooms D-200, D-233

**Power wash**

- A. Power wash quad Q-300, Q-200, Q-100 and all stairs from Q-300 to upper and lower D-quad area

**Merritt College-Square Feet**

BUILDING A	46,201
BUILDING D	75,493
GYMNASIUM - E	24,617
LOCKER - F	29,585
BUSINESS - P	44,537
CAMPUS CENTER Q	14,326
CAMPUS CENTER R	53,889
SCIENCE/ALLIED HEALTH	106,000
LANDSCAPE HORT - H	8,383
LIBRARY/LEARNING CENTER	35,399
MAINTENANCE	1,422
CHILDRENS CENTER	8,569
ATHLETIC STORAGE 1	1,025
ATHLETIC STORAGE 2	1,425
ATHLETIC STORAGE 3	484
FRUITVALE UNIT	3,045
CONCESSION STAND	500
PRESSBOX	240
TRACK FIELD RESTROOMS	860
HORTICULTURE TRAILER	180
HORT. TRACTOR SHED	190
HORT REFRIGERATION UNIT	100
GREENHOUSE 1	1,510
GREENHOUSE 2	760
GREENHOUSE 3	760



GREENHOUSE 4	760
GREENHOUSE 5	748
LATH HOUSE 1	4,408
LATH HOUSE 2	1,233
<u>860 ATLANTIC-MERRITT</u>	<u>5,971</u>
<b>Total SQFT</b>	<b>472,620</b>

**ADMINISTRATIVE CENTER**

- A. Clean all skylights
- B. Admissions and Records
- C. PCCD TV1
- D. PCCD TV2
- E. DAC - Central Office
- F. DGS - Purchasing - Warehouse Office - IT
- G. International ED 1
- H. International ED 2

**District Office-Square Feet**

ADMINISTRATIVE CTR	26,300
DGS/WAREHOUSE/PURCHASING	41,500
GROUNDS BUTLER BLDG	10,067
GROUNDS SHED	12,000
ADMISSIONS & RECORDS (CONROY)	7,736
INTL ED 1	1,700
INTL ED 2	1,536
PCTV1	1,440
<u>PCTV2</u>	<u>1,440</u>
<b>Total SQFT</b>	<b>103,719</b>

**End of Section 3**

## **Bid No.: 21-22/27 – District Wide Deep Cleaning Services**

### **INSTRUCTIONS TO BIDDER**

BID FORMS. Bid must be submitted on preprinted Bid Forms (herein) supplied by the Purchasing Office.

BID OPENING AND BID RESULTS. Bids are opened publicly electronically via zoom on this link:

**Meeting I.D 914 0036 1785**

<https://cccconfer.zoom.us/meeting/register/tJUpd-mrqDotEtEN7eY372eYyLG5LN5yvAR7>

Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be posted on the Vendor Registry and emailed to interested parties upon request.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is Wednesday, July 6, 2022 by 3:00p.m.** Bid must be submitted electronically via the Vendor registry [Peralta Community College Current Solicitations | Vendor Registry](#) and should be properly identified with the Bid Name, Bid Number and Bid Submittal Deadline. Telephone, telegraphic, facsimile and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received electronically before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the Buyer at [snzomo@peralta.edu](mailto:snzomo@peralta.edu). before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened electronically.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the Buyer via Vendor Registry under the Questions link promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing via the Vendor Registry. Questions regarding this Bid must be submitted in writing via, [Peralta Community College Current Solicitations | Vendor Registry](#) and must be submitted on or before 3:00 P.M. Monday, June 27, 2022. Any questions received after the deadline will not be addressed. Oral questions may be presented at any pre-bid conference held for this solicitation.

## **INSTRUCTIONS TO BIDDER – Continued**

*Clarification, corrections, or changes to specifications.* All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by Vendor Registry. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

TERMS OF THE OFFER. The acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by both parties. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

Contractors are required to submit the following bid documents:

- Bid Security Bond
- Bidder Statement Regarding Insurance Coverage Certificate
- Workers Compensation Insurance Certificate
- SLBE/SELBE Self Certification Affidavit
- Non-Collusion Affidavit

Failure to submit the required bid documents will deem the bid non-responsive.

**End of Section 3**

## **Section 4 – District Wide Deep Cleaning Services**

### **TERMS AND CONDITIONS**

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The District may cancel this contract WITHOUT CAUSE at any time by giving thirty- (30) days written notice to the supplier/contractor. The District may cancel this contract WITH CAUSE at any time by giving ten- (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Department.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Alameda, in state of California. The parties further stipulate that the county of Alameda, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The District reserves the right to reject any bids, all bids, or any part of a bid. The District reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the District or any other governmental District. The District expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the District .

## **TERMS AND CONDITIONS - Continued**

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the District.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The District is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The District reserves the right to waive informalities or technicalities in bids.

End of Section - 4

## **Section - 5 – District Wide Deep Cleaning Services**

### **SPECIAL PROVISIONS FOR SERVICES**

ACCESSIBILITY. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

AUTHORITY OF THE DISTRICT. Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

Bid Security Bond. Each bid shall be accompanied by a bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options. The Bid Security shall be forfeited to the Peralta Community College District as liquidated damages if Bidder fails or neglect to furnish, execute, and deliver the contract in accordance with the specifications. Said bond is payable without condition to the District as a guaranty that the Bidder, if awarded the contract, will promptly execute the contract in accordance with and in the manner and form required by these contract documents

PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits, and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

CHANGES IN WORK. The District may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the District.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT INCORPORATION. This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract.

## **SPECIAL PROVISIONS FOR SERVICES - continued**

COOPERATION BETWEEN CONTRACTORS. The District reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the District from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by them because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the District's equipment or supplies through negligence of the contractor or his employee while working on the District's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the District any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of District.

INSURANCE REQUIREMENTS: The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

**General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

## **SPECIAL PROVISIONS FOR SERVICES - continued**

**Automobile Liability Insurance.** One Million (\$1,000,000) per accident for bodily and property damage Automobile Liability Insurance, that shall protect the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

**Workers' Compensation and Employers' Liability Insurance.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

**Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insured's") are to be covered as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured's.
- b) For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insured's. Any insurance or self-insurance maintained by the Additional Insured's shall be in excess of the Contractor's insurance and shall not contribute with it.
- c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insured's.
- d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage.

- f) The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

**LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS.** The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.



## **SPECIAL PROVISIONS FOR SERVICES – continued**

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine his bid price. The District will not be responsible for determining the quantities of materials necessary to complete the work specified.

PERMITS. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the District. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

### VIEW JOB SITES.

**Mandatory Job Walk.** A mandatory job walk will be conducted by the bidder, or his/her designee, on the dates and time specified below. Prospective Bidders shall meet at the job site, located at the mentioned addresses below. For questions concerning the job walk, submit questions via Vendor Registry. Bidders must attend the walk-through to be eligible to bid.

- **June 22, 2022 – 10:00 AM, District Office** (*outside District Administration Center Building*) 333 East 8<sup>th</sup> Street, Oakland CA, 94606
- **June 22, 2022 - 11:00 AM, Laney College** (*Laney Tower Building Lobby*, 900 Fallon Street, Oakland, CA 94607
- **June 22, 2022 - 2:00 PM, College of Alameda** (*outside A Building*, 555 Ralph Appezato Memorial Parkway, Alameda, CA 94501
- **June 23, 2022 - 10:00 AM, Merritt College** (*outside S Building*), 12500 Campus Drive, Oakland, CA 94619
- **June 23, 2022 – 1:00PM, Berkeley City College** (*2050 Main Lobby*), 2050 Center Street, Berkeley, CA 94704

- End of section

## Bid No.: 21-22/27 – District Wide Deep Cleaning Services

### BID FORM

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 General Conditions and Instructions to Bidders, the Peralta Community College District Contract, the Specifications and all of the contract documents for this project, and accurately completed the Bidder's Questionnaire, 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 construction 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

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

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

**You must have attended all Five sites if you want to bid on all the sites.**

Item	Description	Amount
I	College of Alameda	
II	Laney College	
III	Merritt College	
IV	Berkeley City College	
V	District Administrative Center	
	<b>Total</b> (equating to the Total Bid Price value shown above)	

**Peralta Community College 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: \_\_\_\_\_

**Bid No.: 21-22/27 – District Wide Deep Cleaning Services**

**NON-COLLUSION AFFIDAVIT**

(To be executed by bidder and submitted with bid)

State of California )  
 ) ss  
County of \_\_\_\_\_)

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

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

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

**Bid No.: 21-22/27 – District Wide Deep Cleaning Services**

**BID SECURITY BOND  
To Be Completed and Submitted with Bid**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_ hereinafter called Principal, and  
(Contractor)

\_\_\_\_\_ hereinafter called Surety, are  
(Surety)

jointly and severally held and firmly bound unto the , (city), (state), hereinafter called District, in the penal sum of ten percent (10%) of the aggregate of the bid of Principal for the work, this sum not to exceed (\$ \_\_\_\_\_) dollars lawful money of the United States, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a bid to:

**Bid No. 21-22/27 District Wide Deep Cleaning Services**

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the bid enters into, executes and delivers to District a contract in the form provided herewith, and if Principal within the time specified in the bid gives to District the performance bond and the payment bond on the forms provided herewith, and evidence of required liability and worker's compensation insurance, then this obligation shall be void.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to District said performance and payment bonds, and evidence of required liability and worker's compensation insurance in the time stated in the bid, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Signature of Principal's Authorized Representative

\_\_\_\_\_  
Name and Title of Signer

*(Seal and signature of Notary Public), (Attach notary acknowledgment of Surety)*

**Bid No.: 21-22/27 – District Wide Deep Cleaning Services**

**BIDDER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bids No. 21-22/27, to District Wide Deep Cleaning Services. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**Bid No.: 21-22/27 – District Wide Deep Cleaning Services**

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's 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.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

ATTEST:  
By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# PERALTA COMMUNITY COLLEGE DISTRICT

## **SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM**

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual 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/SEBLE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
  - a. A written statement from the subcontractor agreeing to the substitution.
  - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
  - c. When the subcontractor becomes insolvent.
  - d. When the District determines the work performed by the subcontractor is not in accordance with the 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

## SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

### **Bid No.: 21-22/27 DISTRICT WIDE DEEP CLEANING SERVICES**

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

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

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self-certification affidavit the District is authorized to impose penalties which may include any of the following:
  - a) Refusal to certify the award of a contract
  - b) Suspension of a contract
  - c) Withholding of funds
  - d) Revision of a contract for material breach of contract
  - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years
  
2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.
  
3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: \_\_\_\_\_ Bid Name: \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_

## EXHIBIT A-Sample Contract Agreement

### INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Peralta Community College District, ("District") and \_\_\_\_\_ ("Contractor"), (together, "Parties").

1. **Services.** Contractor shall provide \_\_\_\_\_ as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing services under this Agreement on \_\_\_\_\_, 20\_\_ and will diligently perform as required and complete performance by \_\_\_\_\_, 20\_\_, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement  
 Workers' Compensation Certification  
 Insurance Certificates and Endorsements  
 W-9 Form  
Other: \_\_\_\_\_

4. **Compensation.** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Contractor shall not begin work without a duly authorized purchase order. The District shall pay Contractor according to the following terms and conditions:
    - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
    - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
  5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.
  6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
  7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees
-

shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

## 8. **Performance of Services.**

8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by Contractor; or

12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld

14. **Insurance.**

14.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Contractor's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 14.2. **Proof of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.
16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District.
17. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

**District:**

Peralta Community College District  
Purchasing Department  
333 East 8<sup>th</sup> Street  
Oakland, CA 94606  
Fax: 510-587-7873  
Email: bslaughter@peralt.edu

**Contractor:**

[NAME]  
\_\_\_\_\_  
\_\_\_\_\_, CA 9\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
ATTN: \_\_\_\_\_

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.
- 27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. **Attorney’s Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 32. **Tolling of District’s Claims.** Contractor agrees to toll all statutes of limitations for District’s assertion of claims against Contractor that arise out of, pertain to, or relate to contractors’ or



subcontractors' claims against District involving Contractor's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

- 33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Peralta Community College District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

---

**Information regarding Contractor:**

License No.: \_\_\_\_\_

Registration No.: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_\_ Individual
- \_\_\_\_ Sole Proprietorship
- \_\_\_\_ Partnership
- \_\_\_\_ Limited Partnership
- \_\_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_\_ Limited Liability Company
- \_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Contractor to furnish the information requested in this section.**

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor's entire Proposal is **not** made part of this Agreement.

Contractor's proposal is attached (Exhibit A)

SAMPLE

**WORKERS' COMPENSATION CERTIFICATION**

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:

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

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

Name of Contractor: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

(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 District prior to performing any Services under this Agreement.)

\_\_\_\_\_

END OF DOCUMENT

SAMPLE