



PERALTA COMMUNITY COLLEGE DISTRICT

INFORMAL REQUEST FOR PROPOSAL

**Merritt College Landscape Horticulture Complex Phase 1 – General & Specialized Moving Services
i RFP# 21-22/01**

Due date: September 22, 2021

I. INTRODUCTION

Founded in 1964, the Peralta Community College District (PCCD) is a collaborative community of colleges comprised of Berkeley City College, College of Alameda, and Laney and Merritt colleges in Oakland, California. The Peralta Colleges provide a dynamic multicultural learning environment offering accessible, high-quality educational programs and services, including two-year degrees, certificates, and university transfer programs, to more than 30,000 students. PCCD is home to award-winning Peralta TV (Comcast ch. 27/28, AT&T ch. 99) and public radio KGPC-LP 96.9 FM. To learn more about The Peralta Colleges, visit www.peralta.edu

Peralta Community College District (PCCD) is interested in developing a contract(s) with a qualified Relocation vendor(s) to move classroom, greenhouse, agriculture equipment, landscaping chemicals, tools, office furniture and equipment to the Interim Housing site from the existing Landscape Horticulture Complex at Merritt College.

All iRFP proposals must be submitted electronically via Vendor Registry: [Peralta Community College District Current Solicitations | Vendor Registry](#)

Each proposer is solely responsible for timely submission of its proposal; the District is not responsible for any technological issues in a vendor's ability to timely submit its proposal or portion thereof by the specified date and time as prescribed in this iRFP.

ALL RESPONSES ARE DUE BY 3:00 P.M. ON September 22, 2021, Oral, telegraphic, facsimile, telephone or email iRFP Packets will not be accepted. iRFP Packets received after this date and time will not be accepted and will be returned unopened. The District reserves the right to waive any informalities or irregularities in the iRFP Packets. The District also reserves the right to reject any and all iRFP Packets and to negotiate contract terms with one or more Respondents.

A **Mandatory** Pre-proposal Site meeting will be conducted on Thursday, September 9th, 2021, at 10:00 A.M at **Merritt College, 12500 Campus Drive, Oakland, CA 94619 (Landscape Horticulture Complex, Buildings H, Room H105)**.

Questions regarding this iRFP may be directed in writing via, [Peralta Community College District Current Solicitations | Vendor Registry](#) and must be submitted on or before 3:00 P.M. Monday, September 13, 2021.

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III. RFP Schedule Summary

The District may change the dates on this schedule without prior notice.

PROCUREMENT TIMELINE	
iRFP # 21-22/01	Merritt College Landscape Horticulture Complex Phase 1 – General & Specialized Moving Services
iRFP Documents Issued and Posted:	8/27/2021
Mandatory Pre-Proposal Site Meeting:	9/9/2021
Requests for Information	9/13/2021
Addendum/Answers to RFI	9/16/2021
iRFP Deadline:	9/22/2021
Award Date: <i>Tentative</i>	10/26/2021

IV. RFP Terms and Conditions

A. ACCEPTANCE and REJECTION of PROPOSALS

The District retains the sole discretion to determine issues of compliance and whether a Proposal is responsive, responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all Proposals or to cancel this RFP.

B. AWARD of CONTRACT

This RFP does not obligate the District to award a contract or accept or contract for expressed or implied services. The District makes no representation that participation in the RFP process will lead to an award of a contract or any other consideration, whatsoever. The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any Proposal as non-responsive, and/or not to contract with any Respondent for the services described herein.

If the Respondent with the highest-scoring Proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent.

C. COST OF PROPOSAL PREPARATION

The District shall in no event be responsible for the cost of preparing or submitting a response to this RFP, including any supporting materials or participation in interviews.

D. USE OF PROPOSALS, PROPRIETARY INFORMATION

Proposals, and any other supporting materials provided to the District in response to this RFP, will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents will be deemed insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, submissions shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Proposer have completed negotiations and entered into an Agreement, or (2) the District has rejected all submissions. Furthermore, the District will have no liability to the Proposer or other party as a result of any public disclosure of any Proposal.

E. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”) and Small Emerging Local Business Enterprises (“SELBE”) shall be afforded full opportunity to submit Proposals in response to this RFP.

No Respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

F. 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 25 percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum five percent preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning proposal and not for determining the contract price.

Proposers meeting the District criteria for an SLBE and SELBE can complete the self- certification affidavit, signed under penalty of perjury (see **RFP EXHIBIT 1**). Proposers claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after the delivery deadline for Proposals. 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 from the past three consecutive years.

G. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any

means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Governing Board ("Board"), selection committee members, or any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Respondent.

H. INVESTIGATIONS and CLARIFICATIONS

The District reserves the right to investigate and rely upon information from any other available sources in addition to and beyond any documents or information submitted in response to this RFP.

The District reserves the right to request, at its sole discretion, that one or more of the Respondents provide clarifications or supply additional material deemed necessary to assist in the evaluation of Proposals, and to modify or alter any of the requirements herein.

In the event that the proposal guidelines change materially, all Respondents who have submitted timely Proposals will be given an opportunity to modify their Proposal in the specific areas that are impacted.

V. Proposal Format and Content

Proposals are to be prepared in such a way as to provide straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance of the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Responses may not be longer than **10 pages (one sided or 5 pages double sided)**, excludes the required attachment forms provided with this RFP, on 8 ½" x 11" page size and formatted in no smaller than 11-point font. Each section shall be labeled according to the sections below.

A. Title Page. Include the following information on the title page:

- The RFP number and name
- Firm's/Contractor's name (legal name of entity)
- Mailing address
- Telephone number(s)
- Fax number
- E-mail address
- Website address

B. Knowledge, Experience and Clients.

- Provide relevant information about your company's knowledge and experience.
- Include any licenses your firm has which allow you to operate as a Moving Company.

- Include a list of three (3) or more clients that your company is currently under contract with to provide moving services for.
- Provide a brief description of the type of services you provide to these clients, which demonstrate your experience and capabilities. You must include the names, addresses and contact information for the (3) three current clients.

C. **Plan and Approach.** Provide an overview describing the general approach, scope of services, and methodology of your firm’s ability to fulfill the general functions required in this RFP. Please use this section to describe the services you propose to provide to the District. Your services can be above and beyond the requirements listed in the “Scope of Service” section. Please address your organization’s plans and approach to the following types of moves:

- i. **General Classroom and Office** Please indicate your process for packing, moving and installation of the general classroom, office, and related equipment. This may also include the placement and installation of new classroom and office equipment from specified storage locations.
- ii. **Laboratory & Landscaping Chemicals:** Please indicate your process for the proper handling, packing, storage and relocation laboratory equipment, chemicals and hazardous substances. Provide examples of this type of moving assignments that your company has completed.
- iii. **Live Plants and Propagation Supplies:** Please indicate your process for dismantling, packing, moving, and installation of living plants, soils, and other organic materials. Provide examples of this type of moving assignments that your company has completed.
- iv. **Greenhouse Furniture and Equipment:** Please indicate your process for dismantling, packing, moving, and installation of greenhouse furniture and equipment. Provide examples of this type of moving assignments that your company has completed.
- v. **Agriculture, Landscaping and Heavy Equipment:** Please indicate your process for dismantling, packing, moving and installation of the agriculture and landscaping equipment such as hand tools, power tools, mowers, tractors, etc. Provide examples of this type of moving assignments that your company has completed.
- vi. **Bonding and Insurance:** Provide the District with your Fidelity Bonding limits and your insurance coverages.

VI. **Selection Process**

A. **Evaluation.** An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified below. Clarification of submitted material may be requested during the evaluation process. Oral interviews, presentations with top-ranked Proposers may also be conducted at the discretion of the evaluation committee. The District Retains the sole discretion to determine issues of compliance and to determine whether a Proposal is responsive, responsible, and qualified.

- B. Criteria.** The committee will consider only responsive and responsible proposals whose proposal is determined to be the most advantageous to the District, to include cost and other submittal criteria, which includes performance reliability, standardization, product life-cycle cost, delivery timetables, support logistics, minimum product specifications, added features, fitness of purchase, manufacturers’ warranties, and maintenance contract of proposed Local Area Network. The District may, at its sole discretion, request additional information pertinent to the evaluation process, from one or more Proposers and/or from third parties.
- C. Scoring.** Points will be awarded to various categories below to help with the selection process. Award shall be made to the Proposer whose proposal meets the evaluated standards and will be most advantageous to the District with price and all other factors considered. The District is to be the sole judge in the selection process. The District, at its discretion, may reject all proposals and request new proposals. The District may, at its sole discretion, request additional information pertinent to the evaluation process, from one or more Proposers and/or from third parties.
- D.** The District may, at its sole discretion, require one or more Proposers to participate in interviews. Proposer’s Key Personnel are expected to attend an interview (see interview date(s), if any, in Section I). District staff and other stakeholders may participate in the interview process. The interview is an opportunity for the District to review the information in the Proposal and other matters the District deems relevant to its evaluation. For example: comments or proposed changes to the form of Agreement.

Evaluation Criteria

Item	Criteria	Points
1	<u>Knowledge, Experience and Client References</u> Vendor’s knowledge and experience in providing Moving Services as evidence from your response to items 1, 2, and 5 of Submission Requirements section, and results of reference checks.	20
2	<u>Plan and Approach</u> As evidence from your response to item 3 of Submission Requirements section.	20
3	<u>Proposed Costs</u> As provided in your response to item 4 of the Submission Requirements section.	50
4	<u>Environmentally Sustainable Procurement</u> Does your product or service meet the District’s Environmentally Sustainability initiatives? (Item 6 of Submission Requirements section.)	5
5	<u>SLBE</u> Does your company meet the District’s definition of an SLBE or SELBE?	5
	Total	100

Award of Contract:

The District retains the sole discretion to identify Proposer(s) that can provide the greatest overall benefit to the District. See also RFP Terms and Conditions.

Following the committee process, contract price and scope may be further negotiated with the Proposer recommended for contract award. If an agreement on contract price cannot be reached in a timely manner, the District may seek to reach an agreement with the next recommended entity, continuing with lower ranked entities if deemed by the District to be in the best interest of the District.

Award of contract is subject to additional administrative review.

E. The Proposer to whom Contract is awarded shall execute a District and submit the following documents by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the proposal as nonresponsive.

- 1) Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- 2) Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- 3) Insurance Certificates and Endorsements as required.
- 4) Criminal Background Investigation/Fingerprinting Certification.
- 5) Imported Materials Certification
- 6) Criminal Background Investigation/Fingerprinting Certification

END OF DOCUMENT

VII. SCOPE OF SERVICES

A. General Services

This relocation services required on this project will be comprised of the following types of moving operations:

- **General Classrooms, Office Equipment and Furniture**
- **Greenhouse Furniture and Supplies**
- **Landscape Fertilizers and Chemicals**
- **Landscaping Equipment, Tools and Machinery**
- **Live Plants**
- **Permanent Field Supervisor or Move Coordination Project Manager**

The scope and timing of any relocation will be determined by the District Construction Manager. The move company will be notified of logistical considerations such as origin and destination locations, size, number and style of furniture involved, equipment necessary to completion of a given relocation and generally,(but not always) the manpower necessary for completion of the move. Move Companies will be required to supply all necessary manpower, trucks, packing supplies, equipment, and liability insurance. Mover employed Supervisors will be required to ensure the proper allocation and management of personnel at any particular job site throughout the duration of the move.

It is imperative that an authorized moving company have the ability to operate independently, absent of the Construction Manager or District Employee Supervision. Moving company personnel must be able to move from one site to another, such as from the Merritt College D-Building to the new Science Building on campus. A Moving company may be required to hire rigging operators or to rent equipment (forklifts etc.) to facilitate relocation of overweight inventory. Movers may need to utilize installation crews for modular furniture moves as well as supply experienced packers to box unprepared areas prior to a given relocation.

B. Professional Conduct and Service

Movers will be required to pack, move and store District Property in a professional and timely manner, with personnel approved by the District. Moving company personnel must meet the satisfaction of the District Construction Manager. Moving company personnel must present a neat clean and professional appearance and must be in a uniform clearly displaying the relocation company logo or name. They must also be able to understand and follow verbal and written instructions designated by the Construction manager or other Peralta Staff. All moving company personnel should be able to complete all move related tasks, as assigned. Disruptive, uncooperative behavior or failure to perform by moving company personnel will be grounds for immediate dismissal. A moving company failing to meet District standards will be disqualified from consideration for service with the District. If a moving company fails to provide adequate personnel for assigned tasks or unsuccessfully performs its required duties, the District reserves the right to suspend the designated Move Company or terminate its contract without further cause, wherein the District will then utilize an alternative moving company.

C. Relocation Terms and Criteria

The following criteria must be met by the proposed Move Company:

- 1.) If requested by the District, any items stored in the moving company's warehouse will be stored at a minimum of 5 feet or higher to reduce the cost of square footage storage space, if requested by the District.
- 2.) If requested by the District, all property stored in the moving company's warehouse must be fully insured for fire, theft and damage. The District reserves the right to spot check any District property stored in mover's warehouse. In most instances, a twenty-four hour notice will be given. This, however, may not always be the case. A moving company refusing access to District employees to District property will be suspended and/or terminated from service.
- 3.) If requested by the District, any items taken off District property and stored in mover's warehouse must be inventoried. All items should be accounted for and packed. Inventory lists must be supplied to District Project Manager or a designated District Representative. Any items removed from District property by selected moving company that are not inventoried, lost or stolen will be paid for by the Move Company. The District will deduct the full purchase price of the item from Mover's invoice before the Mover's invoice is paid.
- 4.) Moved and stored items will be covered for the amount of the deductible cost for insurance coverage carried by the District. Under no circumstance will the District allow the default coverage of \$0.60 per article per pound on District goods for stored or handled by the designated Move Company. If a District owned item is damaged, destroyed, lost or stolen while in possession of the designated Move Company and there is no valuation agreement between the Mover and the District, full purchase price of the damaged, destroyed, lost or stolen item will be deducted from the Mover's invoice. Thus, it is the responsibility of the Designated Move Company to confirm that any District goods handled by moving personnel be covered by valuation before it is relocated. Failure to do so will result in the full replacement cost of damaged District property to be deducted from the Mover's Invoice before the Mover's invoice is paid.
- 5.) For this project, a permanent field supervisor or project manager will be appointed by the Move Company to the District. That supervisor must remain the same throughout the completion of the major relocation unless otherwise requested by the District. Inordinately frequent changes of personnel by the designated Move Company on this relocation will result in dismissal and/or suspension.
- 6.) All crew leaders/field supervisors must carry a cellular phone. Their cellular phone numbers will be provided to the District Construction Manager before work begins on any moving assignment.
- 7.) For every moving assignment, a manpower inventory sheet listing the names and job classification of each mover will be included in documentation to be turned over the Construction Manager at the completion of each work day.
- 8.) The time of commencement and time of completion for any given moving assignment will be clearly marked on each office and industrial relocation order for service. There must be a signed order for service for each day in every moving assignment.

9.) "Drive time" will be given at the discretion of the District Construction Manager. Without District approval, the designated move company may not charge for drive time either to or from the moving company's place of crew dispatch. If drive time is allowed, it will be clearly delineated on each order for service as chargeable separately and distinct from time expended on a moving assignment at a designated site as directed by the District Construction Manager.

10.) A moving company with headquarters or place of dispatch more than a **forty (40) mile radius** away from the District job sites will be deemed unqualified to conduct relocations for the District and will not be considered for service.

11.) Invoices from the designated move company must have that Purchase Order Number, moving assignment location and date of service clearly marked on each invoice, in addition to the number, classification and hours expended for each moving company employee. Invoices lacking this information will be returned to the move company unpaid.

12.) It is imperative that moving crews arrive at job sites on time. If your firm consistently arrives late you can be suspended and/or have your contract terminated.

13.) Unless otherwise specified, moving personnel must take direction from only the Construction Manager. Services provided to the District by the moving company which are unauthorized by the District Construction Manager, will not be paid for by the District.

14.) The Selected Move Company agrees to all the terms and conditions in this Request for Proposal (RFP) and the ensuing contract. This RFP is a complete written integration of the terms between both parties and may not be amended by verbal agreement, but in writing, only as proposed or approved by the District. Any terms additional to or different from those of the District from the Move Company are rejected and render the agreement void in the event of a dispute. Orders for service signed by the District Construction Manager are granted for the purpose of work commencement only and do not authorize the rules and regulations of Household Goods shipments to apply to Office and Industrial relocations on any Peralta Community College District real property or for the purpose of relocating District personal property, particularly in reference to allotment of valuation to any given District personal or real property, unless otherwise specified by the District. As stated above, under no circumstance will the default valuation of \$0.60 per article per pound apply to any District item relocated by a moving company. In the event that the designated moving company attempts to apply the default valuation of \$0.60 per article per pound, the cost of any District property damaged, destroyed, lost or stolen while in the possession of the moving company, while under transport, or while handled by the moving company, will be deducted from the moving company's invoice before the mover's invoice is paid by the District.

15.) The designated moving company, for emergency purposes and/or for off hour relocations will make dispatch employee names and contact information available to the Construction Manager in case neither the moving company sales representative nor the sales coordinator is available. In the event of an extreme emergency (such as a severed water main flooding District property, etc.), dispatch employees may be contacted at non-office hours for the purpose of dispatching movers to an emergency moving assignment.

16.) It is requested that each moving crew (in the absence of an installer) carry basic tools with them, to each moving assignment, for the purpose of disassembling and reassembling basic furniture.

17.) Most of this project's moving operations will take place during regular business hours, on regular business days. In the event of a weekend move, it is expected that most of the moving personnel (excluding field supervisors) will be rotated so as to not charge the District overtime rates for weekend moves.

18.) A moving company must supply the manpower and equipment as requested by the District Construction Manager. Failure to supply sufficient resources (constituting a service failure) to complete a particular moving assignment will constitute a breach of contract resulting in suspension or contract termination, in addition to delay claims imposed under paragraph twenty-one.

19.) It is imperative that the selected moving company be aware that service failures will not be tolerated. Delays to construction or to commencement of classroom instruction due to a failure by the moving company complete an assigned, scheduled task will result in delay claim against the designated moving company. Service failures that cause a delay in construction for a particular construction site project or cause a delay in classroom instruction where class is scheduled to commence, will cause the imposition of a financial penalty against the selected moving company by the District for the actual cost to the delayed construction company, for the amount specified in the affected Construction Company Contract to the District or for the cost to the District to provide an alternate classroom where instruction may be held under the same or similar circumstances, as needed by the instructor and students. In instances where the involved construction company and classroom are impacted by a moving company service failure, delay claims for both delays may be levied against the selected Move Company. The cost of the delay will be deducted from the Mover's invoice before the invoice is paid by the District.

20.) The District may, at times, elect out of necessity to conduct business with the selected Move Company inconsistent with past course of performance, course of dealings or inconsistent with terms of the writing. Selected Move Company may not "rely" on these inconsistencies for the purposes of contract modification or to alter the agreement between the District and the selected Move Company, particularly in the instance of dispute.

21) Fidelity Bond: The successful proposer will be required to provide to the District a fidelity bond covering the successful proposer's employees. This bond shall protect the District against dishonest or fraudulent activities. This bond shall also cover the proposer's employees while on District property as a result of working under any service agreement, in the minimum amount of \$25,000.00 for each employee or an umbrella bond of \$25,000.00 for all consultant employees.

D. Locations of Sites

Relocation site includes but is not limited to: Merritt College, 12500 Campus Drive, Oakland, CA 94619



END OF DOCUMENT

EXHIBIT 1 – CONTRACT FORMS

The following Forms MUST be submitted with the RFP:

1. Workers' Compensation Certification
2. Prevailing Wage and Related Labor Requirements Certification
3. Small Local Business and Small Emerging Business Enterprise Affidavit
4. Drug-Free Workplace Certification
5. Tobacco-Free Environment Certification
6. Non- Collusion Declaration
7. RFP Acknowledgement and Signature Form
8. Proposal Worksheet

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Peralta Community College District (“District”) and _____ (“Contractor” or “Proposer”) (“Contract” or “Project”).

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 by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Peralta Community College District (“District”) and _____ (“Contractor” or “Proposer”) (“Contract” or “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



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 contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

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



Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

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

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

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

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

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

Bid Number: _____ Bid Name: _____

Signed

Date

Printed or typed name

Title

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Peralta Community College District (“District”) and _____ (“Contractor” or “Proposer”) (“Contract” or “Project”).

This Drug-Free Workplace Certification form is required from the successful Proposer pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and community college district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990. Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including on campus. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to a proposal by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to a proposal by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded

herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Peralta Community College District (“District”) and _____ (“Contractor” or “Proposer”) (“Contract” or “Project”).

This Tobacco-Free Environment Certification form is required from the successful Proposer.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



Peralta Community College District

NON-COLLUSION AFFIDAVIT

(To be executed by bidder and submitted with bid)

**iRFP No.: 21-22/01 Merritt College Landscape Horticulture Complex Phase 1 –
General & Specialized Moving Services**

State of California, County of _____

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

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

Date: _____ Signature: _____

END OF DOCUMENT



Peralta Community College District

RFP Acknowledgement and Signature Form

**iRFP No.: 21-22/01 Merritt College Landscape Horticulture Complex Phase 1 –
General & Specialized Moving Services**

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

Addendum Acknowledgement

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

Acknowledgement and Signature:

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

Vendor Name: _____ Title: _____

Contact Person: _____

Address: _____

Telephone: _____ Fax: _____

Contractor License #: _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline Proposal:

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

Reason: _____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____



Peralta Community College District

**iRFP No.: 21-22/01 Merritt College Landscape Horticulture Complex Phase 1 –
General & Specialized Moving Services**

Proposal Worksheet

Proposed Costs: Please include the costs for the below services. PCCD will be using the costs listed below as a way to compare the various proposals we receive and to rank each firm. At the District’s discretion, we may accept your quoted costs or may negotiate mutually agreed upon costs for the various move services, with the highest ranked firms. All quoted or negotiated costs must be maintained for a minimum of one year.

#	Category	Proposed Cost	Subcontract firm (if necessary)
A.	General CRs, Computer Labs and Office Equipment	\$	
B.	Laboratory & Landscaping Chemicals	\$	
C.	Live Plants and Propagation Supplies	\$	
D.	Greenhouse Furniture and Equipment	\$	
E.	Agriculture, Landscaping and Heavy Equipment	\$	
F.	Allowance for unforeseen	\$10,000.00	
	TOTAL	\$	

Supplementary fees (not to be included as part of above total)

1	Cost for one man and one 16’ box truck (per 8 hour day)	\$
2	Cost for each additional man (per 8 hour day)	\$
3	Cost for a supervisor (per 8 hour day)	\$
4	Cost for an installer (per 8 hour day)	\$
5	Cost for Office & Industrial auto-bottom box (each)	\$

Vendor Name: _____ Title: _____

Contact Person: _____

Authorized Signature: _____ Date: _____

Phone #: _____ Email: _____

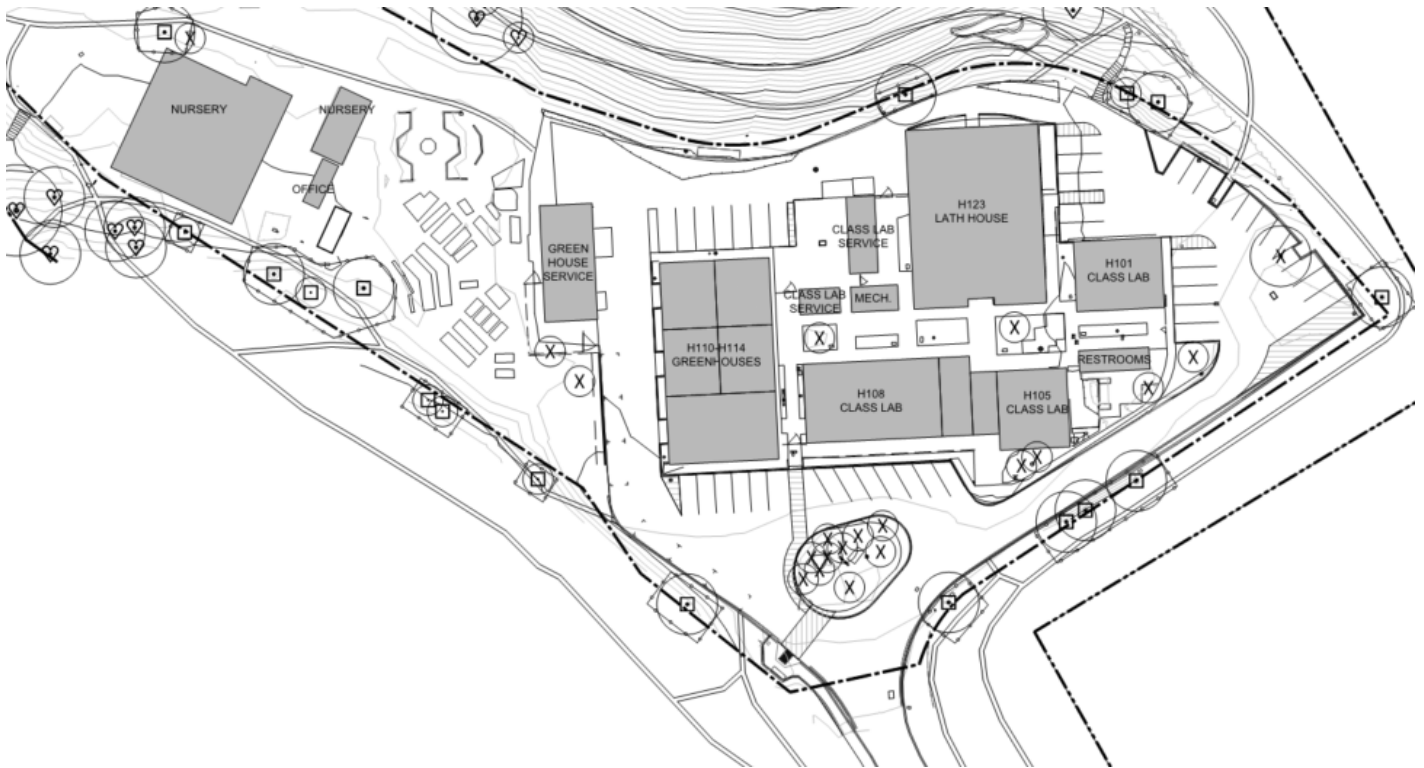
EXHIBIT 2 – EXISTING SITE PLAN AND PHOTOS OF EXISTING CONDITIONS



Peralta Community College District

**iRFP No.: 21-22/01 Merritt College Landscape Horticulture Complex Phase 1 –
General & Specialized Moving Services**

Existing Site Plan





Peralta Community College District

**iRFP No.: 21-22/01 Merritt College Landscape Horticulture Complex Phase 1 –
General & Specialized Moving Services**

Photos of Existing Conditions

Classrooms





Offices



Greenhouses/Lath House





Tool Room and Equipment





