



Project Manual for:

Bid No. 22-23/08

PERALTA COMMUNITY COLLEGE DISTRICT

RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR GLAZING CLEANING SERVICES

Bid Date: November 1, 2022

Peralta Community College

Marla Williams-Powell, Executive Director

Myisha Lewis, Buyer

Michael Terry, Project Manager

Advertisement Date: 10/14/2022; 10/21/2022

Requests for Information (RFI) due date: 10/26/2022, 3:00 p.m.

Bid Due Date: November 1, 2022, by 2:00 p.m.

**Bid No.: 22-23/08 - RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR
GLAZING CLEANING SERVICES**

TABLE OF CONTENTS

INVITATION FOR BIDS 1

SCOPE OF SERVICES 3

BUILDING LOCATION AND SQUARE FOOTAGE..... 8

INSTRUCTION TO BIDDERS..... 11

TERMS AND CONDITIONS 13

SPECIAL PROVISIONS FOR SERVICES 15

BID FORM..... 20

NON-COLLUSION AFFIDAVIT 21

BID SECURITY BOND 22

BIDDER STATEMENT OF INSURANCE REGARDING COVERAGE..... 23

WORKERS COMPENSATION INSURANCE CERTIFICATE 24

SLBE/SELBE – SMALL BUSINESS ENTERPRISE..... 25

INDEPENDENT CONTRACTOR AGREEMENT 28

**NOTICE
INVITATION FOR BIDS
Bid No. 22-23/08**

**RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR GLAZING 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 Tuesday November 1, 2022 by 2:00 p.m., at which time they will be publicly opened and read via zoom. **Meeting I.D 356 085 1318**

Join Zoom Meeting <https://peralta-edu.zoom.us/j/3560851318?pwd=V3dwNjBtS0dudFJJcnZCalArMHJ0Zz09>

Passcode: 084501

One tap mobile +16694449171,,3560851318#,,,,*084501# US
+17193594580,,3560851318#,,,,*084501# US Dial by your location +1 669 444 9171 US
+1 719 359 4580 US +1 720 707 2699 US (Denver) +1 253 215 8782 US (Tacoma) +1 346
248 7799 US (Houston) +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347
5053 US +1 564 217 2000 US +1 646 558 8656 US (New York) +1 646 931 3860 US +1 301
715 8592 US (Washington DC) +1 309 205 3325 US Meeting ID: 356 085 1318 Passcode:
084501 Find your local number: <https://peralta-edu.zoom.us/j/3560851318> Join by Skype for
Business <https://peralta-edu.zoom.us/skype/3560851318>

for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

RTC District Wide Floor, Wall, And Exterior Glazing 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 Meeting. A mandatory pre-bid meeting will be held via zoom and at Peralta Community College District in DGS conference room #1 located at 333 East 8th Street, Oakland, CA 94606 on **October 24, 2022, at 10:00A.M.** See meeting details below:

You are invited to a Zoom meeting:

When: Oct 24, 2022 10:00 AM Pacific Time (US and Canada)

Topic: Bid 22-23/08 RTC DW Floor, Wall, and Exterior Glazing Cleaning

Registration:

<https://cccconfer.zoom.us/meeting/register/tJMsf-6spzoiH9ZqbffjR7AW22FrNtBa3RI6>

Join Zoom Meeting:

<https://peralta-edu.zoom.us/j/89019440597>

Meeting ID: 890 1944 0597

One tap mobile+16694449171;89019440597# US; +17207072699; 89019440597# US (Denver)

Dial by your location:

+1 669 444 9171 US; +1 720 707 2699 US (Denver); +1 253 215 8782 US (Tacoma); +1 346 248 7799 US (Houston); +1 719 359 4580 US; +1 360 209 5623 US; +1 386 347 5053 US; +1 564 217 2000 US; +1 646 558 8656 US (New York); +1 646 931 3860 US; +1 301 715 8592 US (Washington DC); +1 309 205 3325 US;+1 312 626 6799 US (Chicago)

Meeting ID: 890 1944 0597

Find your local number: <https://peralta-edu.zoom.us/u/ko5rypanz>

Join by Skype for Business

<https://peralta-edu.zoom.us/skype/89019440597>

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. Wednesday, October 26, 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: _____
Marla Williams-Powell, Executive Director

Date_____

Publication: October 14, 2022: October 21, 2022

**Bid No.: 22-23/08 - RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR GLAZING
CLEANING SERVICES**

SCOPE OF SERVICES

The Contractor will provide districtwide floor, wall, and exterior glazing cleaning services to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations. Contractor will clean each surface or unit to a condition expected in an average commercial building cleaning and maintenance program:

Work must be completed within a fifteen (15) week period, November 16, 2022, through February 28, 2023.

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 Kwiecien, 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

SCOPE OF SERVICES - continued

The services to be rendered ("Services") under this RFP consists of specific items and requirements as enunciated in the Owner Project Requirements (OPR) document generated by client the Peralta Community College District ("District").

The scope of work shall entail shampoo/ steam clean carpets, clean and wax hard floors (tile, etc.), exterior glazing cleaning, and pressure wash walls at all campuses within the District per the OPR and cleaning schedule.

NOTE: The Bidder shall note any deviation from the OPR in their bid. Failure to note a deviation from the bid OPR 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 capacity 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 subject item.

General Requirements:

This project will start on November 16, 2022 and must be completed by February 28, 2023.

- **The bid price herein are firm and are not subject to change.**
- **Contractor will be responsible for moving any furniture in the way of cleaning.**
- **Contractor is responsible to provide mechanical boom lifts, and suspended platforms that conform to structural and OSHA requirements, for cleaning as needed to complete the work outlined in the OPR.**
- **Performed cleaning must have an inspection by a district representative for validation of cleaning efficacy.**

Owner Project Requirements

BASE BID WORK

District-Wide Floor Cleaning & Waxing, Carpet Shampooing, Exterior Glazing Cleaning, & Power Washing Walls

Provide floor cleaning, waxing, shampooing, exterior wall power washing and exterior glazing cleaning. This scope of work applies to all areas listed in Section 2 Building list and Square Footages for Cleaning Services. Provide waste-removal operations to comply with local laws and ordinances including Federal and Local Environmental and Antipollution regulations. Employ professional cleaning service for final cleaning. Clean all surfaces or identified spaces to a condition as referenced in these OPR requirements.

General Services

Provide carpet cleaning (vacuum & shampoo), VCT and LVT flooring (cleaned & refinished) wood flooring (sanded, stripe, & reapply logo/s), exterior glazing cleaning, power washing and waste-removal operations to comply with local laws and ordinances including Federal and Local Environmental and Antipollution regulations. Employ professional cleaning service for final cleaning. Clean all surfaces or identified spaces to a condition expected in a typical commercial building cleaning and maintenance program.

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

SCOPE OF SERVICES - continued

Wood Floors: Approved vendor will clean, screen and apply gym seal per manufacturer's recommendation after consultation and approval with the appropriate campus department/s. Approved vendor will sand, strip, seal and apply a minimum of two wax coatings. Flooring to be buffed to a visible shine once appropriate finish/sealer is applied, reapply logo/s, refinish only after consultation and approval with the appropriate campus department/s. All flooring exhibiting chipping or flaking will be evaluated on a case-by-case basis. All work areas shall be clearly defined, delineated, and maintained to provide a safe working environment for the vendor and in areas where pedestrian traffic is reasonably expected. All gym seal to be approved by appropriate Custodial Services Department in advance of application (Note: Water based finishes will require a minimum of 72 hours and oil-based finishes will require 7 days before the floor can be used)

Carpeted Floors: Approved vendor shall vacuum all carpets and clean (shampoo) using hot water extraction methods focusing on high traffic areas or matted carpet. Contractor shall pre-treat all spots on carpets and as applicable before cleaning. All work areas shall be clearly defined, delineated, and maintained to provide a safe working environment for the vendor and in areas where pedestrian traffic is reasonably expected.

All Other Floor: Types including VCT and LVT flooring but not limited to - Marble, terrazzo and rubber floors are to be cleaned and refinished using appropriate procedures, finishes/sealers as directed (except linoleum flooring) All work areas shall be clearly defined, delineated, and maintained to provide a safe working environment for the vendor and in areas where pedestrian traffic is reasonably expected.

Flooring: to be stripped, sealed and a minimum of two wax coatings applied. Flooring to be buffed to a visible shine once appropriate finish/sealer is applied.

A. Floor Cleaning Task List for Classrooms, Offices, Labs:

1. Sweep/dust mop/vacuum floors, hard or carpeted.
2. Vacuum and Shampoo carpet areas.
3. Clean, mop and Polish Concrete flooring.
4. Clean, mop and Strip/ Wax VCT flooring.
5. Provide minimum of (2) coats of wax.

B. Floor Cleaning Task List for Restrooms:

1. Place "Wet Floor" signs at entry point.
2. Sweep floor, remove debris.
3. Remove any smudges, graffiti or marks including along baseboards removing build up in all areas (Use machine scrubbing or pressure washer as needed on floor edges)
4. Use Kai-Vac or similar equipment.
5. Finish by mopping floor with appropriate chemical cleaner starting at furthest point while working toward the exit.
6. Report any unusual conditions or damage to appropriate Custodial Services Department immediately.
7. Remove "Wet Floor" sign/s.

SCOPE OF SERVICES - continued

C. Floor Cleaning Task List for Public Areas including Corridors & Stairwells:

1. Sweep/dust mop/vacuum floors, hard or carpeted.
2. Elevator cab floors cleaned as appropriate (scrub/wax or buff).
3. Scrub and strip all hard floors and apply wax, minimum 2 coats. For recently refinished hard floors, buff out floor to remove marks or scratches as appropriate.
4. Vacuum all carpet areas.
5. Sweep stairwells.
6. In Stairwells, remove gum, debris, spider webs, scuff marks and graffiti.
7. Scrub, strip and/or clean exterior stairwells as needed or directed.
8. Scrub, strip and refinish interior stairwells/landings as appropriate.
9. Clean all handrails.
10. Report any unusual conditions or damage to appropriate Custodial Services Department immediately.

Exterior Glazing Cleaning: Approved vendor shall perform exterior glazing cleaning with industry approved and established procedures and methodology. Ladders, lift/s, or scaffolding shall be used as needed. The exterior glazing shall be streak free and clear of debris, dirt, and dust. All work areas shall be clearly delineated and maintained to provide a safe working environment for the vendor avoiding water run-off in areas where pedestrian traffic is reasonably expected.

D. Exterior Wall Power Washing Task List for Standard Exterior glazing & Walls

- 1 Using a wet cloth or similar, wipe down and clean all exterior glazing including removing smudges, marks, graffiti, gum, etc.
- 2 Power Wash & Clean walls to remove smudges, marks, graffiti
- 3 Clean exterior glazing and exterior glazing sills on the 1st – 4th floor only as appropriate
- 4 Using a Boom or other Lift devices, wipe down and clean all exterior glazing including removing smudges, marks, etc.
- 5 Power Wash & Clean curtain exterior glazing to remove smudges, marks, graffiti
- 6 Clean exterior glazing grill, exterior glazing accoutrements as appropriate
 - a. Remove glazing compounds and other noticeable vision-obscuring materials including pamphlets, stickers (non-required) or other materials as appropriate. Clean all exterior mirrors and glass, taking care not to scratch surfaces.

ADD ALTERNATE SCOPE OF WORK:

Power Washing Task List for High-Rise Exterior glazing: Please provide a Price Quote, this is an Alternate, and only Applicable to: Berkeley City College, The Tower (Administrative Building at Laney), the College of Alameda New Liberal Arts Building- H, and Merritt College Barbara Lee College of Science and Allied Health Building – S. **The price quote to include all equipment necessary to complete the cleaning of the exterior building walls and exterior glazing.**

SCOPE OF SERVICES - continued

Final Inspection: Any surface, area or space defined herein exhibiting dirt, graffiti or dust shall be re-cleaned until free of dirt, graffiti or dust as determined by the appropriate Custodial Services Department or authorized personnel

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

End of - Scope of Services

Bid No. 22-23/08 - BUILDING LIST AND SQUARE FOOTAGE FOR CLEANING SERVICES

**CAMPUS: BERKELEY CITY COLLEGE (BCC)
2050 Center Street, Berkeley, CA 94704**

BCC CAMPUS: (Five Story, one building structure)

Berkeley City College	165,690
Teaching Learning Annex	25,374
Total Square Feet	191,064

**CAMPUS: COLLEGE OF ALAMEDA (COA)
555 Ralph Appezato Memorial Parkway, Alameda, CA 94501**

Campus-wide:

- A. Power wash all exterior concrete stairwells, concrete roof decking, concrete walkways and the exterior concrete Quad Area (concrete pavements between building A, B, C, D, L (Library), and F (Student Center)).

College of Alameda – Square Feet

ADMIN-MED-DENTAL - A	34,084
AUTO TECH - B	30,176
CLASSROOM/ LAB & BOILER – C	20,991
CLASSROOM - D	50,888
STUDENT UNION - F	22,762
CENTER FOR LIBERAL ARTS	52,994
AIR SCHOOL BUILDING -A	10,908
GYMNASIUM – G	40,088
LEARNING RESOURCE CENTER - L	41,536
CHILDCARE CENTER	10,192
P – ONE STOP CARE CENTER	5,000
S – ASTI	4,000
AIR SCHOOL BUILDING - B	21,200
DIESEL MECH BUILDING - E	11,850
PRESS BOX	192
BB CONCESSIONS/ RR	1,228
SOCCER FIELD RESTROOMS	820
860 ATLANTIC AVENUE – COA	20,079
Total COA Square Feet	380,345

Building List and Square Footage for Cleaning Services - continued

**CAMPUS: LANEY COLLEGE
900 Fallon Street, Oakland, CA 94607**

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 ROOM	18,100
THEATER	36,134
CHILDCARE 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
EAGLE VILLAGE	9,600

Total Laney College Square Feet 557,710.

**CAMPUS: MERRITT COLLEGE
12500 Campus Drive, Oakland CA 94619**

Building A, Upper and Lower Levels (Flooring Cleaning limited to the listed spaces as follows:)

- A. Shampoo or extract carpet in Classrooms and Office areas, Room: A-106, A-109, A-112, A-113, A-116, A-129, A-137, A-200, A-202, A-203, A-204, A-205, A-206, A-218.
- B. Strip & Wax tile in Classrooms and Office floors, Room: A-100, A-102, A-106, A-113, A-122, A-128, A-211, A-214, A-215, A-217

Building D, Lower Level (Flooring Cleaning limited to the listed spaces as follows:)

- A. Clean and Wax Hard Floors, (Tile, etc.), Rooms: D-119, D-121, D-122, D-127, D-130, D-130, D-132, D-133, D-136, D-137, D-144, D-160, D-165, D-166.
- B. Clean and Shampoo Carpets in Hallways, Room D-128, D-178, D-187, D-188
- C. Clean all Exterior glazing, including Exterior glazing on Doors.

Building List and Square Footage for Cleaning Services – continued

Building D, Upper Level (Flooring Cleaning limited to the listed spaces as follows:

- A. Clean and Wax Hard (Tile, etc.), Room 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 Building Q exterior concrete decks outside rooms: Q-300, Q-200, Q-100, and all Stairs from Q-300.
- B. Power wash exterior concrete quad plaza area and stairs between buildings Q, P, D, and Library.

Merritt College Square Feet

BUILDING – A	23,101
BUILDING – D	22,648
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 HORTICULTURE – H	8,383
LIBRARY/ LEARNING CENTER	35,399
CHILDCARE CENTER	8,569
FRUITVALE ANNEX	3,045
CONCESSION STAND	500
PRESS BOX	240
TRACK & FIELD RESTROOMS	860

Total Square Feet 472,620 – 10,649 = 461,971.

**DISTRICT ADMINISTRATIVE CENTER/ DEPARTMENT OF GENERAL SERVICES
333 East Eighth Street, Oakland, CA 94606**

District Office Square Feet

DISTRICT ADMINISTRATIVE CENTER	26,300
DGS/WAREHOUSE/PURCHASING	41,500
ADMISSIONS & RECORDS (CONROY BLDG)	7,736
INTERNATIONAL EDUCATION 1	1,700
INTERNATIONAL EDUCATION 2	1,536
PCCD TV 1	1,440
PCCD TV 2	1,440

Total Square Feet 103,719 – 22,067 = 81,652.

**Bid No.: 22-23/08 – RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR
GLAZING 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 356 085 1318 Passcode: 084501

<https://peralta-edu.zoom.us/j/3560851318?pwd=V3dwNjBtS0dudFJjcncZCaArMHJ0Zz09>

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 Tuesday November 01, 2022 by 2:00p.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 myishalewis@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. Wednesday October 26, 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 - Instructions to Bidders

**Bid No. 22-23/08– RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR GLAZING
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.

TERMS AND CONDITIONS - continued

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.

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 - Terms and Conditions

**Bid No. 22-23/08 – RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR GLAZING
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.

SPECIAL PROVISIONS FOR SERVICES - continued

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.

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.

SPECIAL PROVISIONS FOR SERVICES - continued

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.

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.

SPECIAL PROVISIONS FOR SERVICES - continued

- 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.

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.

SPECIAL PROVISIONS FOR SERVICES - continued

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 jobwalk, email Michael Terry at Michael.Terry@peralta.edu. Bidders must attend the walk-through to be eligible to bid.

- **October 24, 2022 – 10:00 AM, District Office** (*Campus Flagpole outside District Administration Center Building*) 333 East 8th Street, Oakland CA, 94606
- **October 24, 2022 – 11:15 AM, Laney College** (*Campus Flagpole Laney Tower Building*), 900 Fallon Street, Oakland, CA 94607
- **October 24, 2022 - 1:00 PM, College of Alameda** (*Campus Flagpole outside Building A*), 555 Ralph Appezato Memorial Parkway, Alameda, CA 94501
- **October 24, 2022 - 2:15 PM, College of Alameda - 860 Atlantic Bldg.** (*Main Entrance of Building*), 860 Atlantic Avenue, Alameda, CA 94501
- **October 24, 2022 – 3:30 PM, College of Alameda - Aviation Bldg.** (*Main Entrance of Building*), 970 Harbor Bay Parkway, Alameda, CA 94501
- **October 25, 2022 - 10:00 AM, Merritt College** (*Library Building L*), 12500 Campus Drive, Oakland, CA 94619
- **October 25, 2022 – 11:30 AM, Merritt Education Center** (*Main Entrance of Building*), 2325 E. 12th Street, Oakland, CA 94601
- **October 25, 2022 – 1:00PM, Berkeley City College** (*2050 Main Lobby*), 2050 Center Street, Berkeley, CA 94704

- End of Section - Special Provisions for Services

**Bid No. 22-23/08 – RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR
GLAZING 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 Quotes, the General Conditions and Instructions to Bidders, the Peralta Community College District contract, 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 execution of the project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified for the Lump Sum Price of (including all Taxes).

Total Bid Price

Total Lump Sum Bid Price of	\$ _____ (Numeric amount)
	_____ (Written amount)
Written amount prevails if any discrepancy exists.	

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

Item	Description	Amount
1.	COLLEGE OF ALAMEDA (COA)	
2.	LANEY COLLEGE	
3.	MERRITT COLLEGE	
4.	BERKELEY CITY COLLEGE	
5.	DISTRICT ADMINISTRATIVE CENTER (DAC)	
Lump Sum Bid		

Item	Description	Amount
1.	ADD ALTERNATE – LANEY COLLEGE	
2.	ADD ALTERNATE – MERRITT COLLEGE	
3.	ADD ALTERNATE – BERKELEY CITY COLLEGE	

Total (Equating to the Total Bid Price Value as shown above)

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

CONTRACTOR NAME: _____

Initials: _____

**Bid No.: 22-23/08 – RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR
GLAZING 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.: 22-23/08 – RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR
GLAZING 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. 22-23/08 RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR GLAZING
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.: 22-23/08 – RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR
GLAZING 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. 22-23/08, to RTC District Wide Floor, Wall, and Exterior Glazing 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.: 22-23/08 – RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR
GLAZING 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/SELBE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
 - a. A written statement from the subcontractor agreeing to the substitution.
 - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
 - c. When the subcontractor becomes insolvent.
 - d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

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

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

Bid No.: 22-23/08 - RTC DISTRICT WIDE FLOOR, WALL, AND EXTERIOR GLAZING 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