

Peralta Community College District

**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES
RFP # 21-22/10**



Merritt College Cellular Booster Project RFP No. 21-22/10

**Due Date: November 29, 2021
2:00 P.M.**

Peralta Community College District

Brian Slaughter, Director of Purchasing

Antione Mehoulley, Project Manager

Nicanor Custodio, Buyer

Advertisement Date: 11/05/21 & 11/12/21

NOTICE IS HEREBY GIVEN that the Peralta Community College District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide Merritt College Cellular Booster ("Projects").

The **Mandatory** Pre-Bid Walk Meeting will be held on November 16, 2021 beginning at 9:00 A.M. Meeting Location is in **Front of S-Building at Merritt College 12500 Campus Drive Oakland, CA 94619.**

ALL PROPOSALS ARE DUE ELECTRONICALLY BY 2:00 PM PST, NOVEMBER 29, 2021.

Oral, telegraphic, facsimile, telephone, or email Proposals will not be accepted. Proposals received after this date and time will not be accepted and will be returned, unopened. All Proposals must be submitted electronically using the Peralta Community College website through the purchasing department through the following link:

[Vendor Registry](#)

Each submittal must conform and be responsive to the requirements set forth in this RFP.

Each Proposer is required to possess one or more of the following State of California contractor license(s): **C-10**

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

Questions regarding this RFP shall be directed in writing via, [Peralta Community College District Current Solicitations | Vendor Registry](#) before 2:00 PM PST November 18, 2021. Answers will be posted on the District website by November 22, 2021

RFP RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the schedule without prior notice.

Date	Event
November 5, 2021	Release of RFP
November 18, 2021, 4:00 P.M.	Deadline for Submitting Written Questions
November 22, 2022 at 4:00 P.M.	Deadline for District Answering Written Questions
November 29, 2021, 2:00 P.M.	Deadline for Submitting Proposals
December 14, 2021	Board Approval

PART I.

INTRODUCTION

Founded in 1964, the Peralta Community College District (“PCCD” or “District”) is a collaborative community of colleges comprised of Berkeley City College, College of Alameda, Laney College, and Merritt College. 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.

The Peralta Community College District is seeking proposals from qualified firms to provide Merritt College Cellular Booster (RFP No. 21-22/10) to be delivered to the Purchasing Department electronically (via Vendor Registry), until 2:00 P.M., on November 29, 2021.

Due to Merritt College’s unique hillside geography and topology, cellular service is very limited throughout the campus and oftentimes lacking. The unreliability of cellular service on Merritt’s campus impacts safety, communication, as well as the overall learning experience. The vendor will provide the following:

- Boost cellular signals from the following carriers: AT&T, T-Mobile, Verizon
- Boost 4G/5G cellular signals within and around campus buildings
- Monitoring application for boosted cell signals
- Professional installation of all necessary equipment (antennas, repeaters, cable termination, fiber, splitters).

LIMITATIONS

The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participating in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of a contract, if at all, is at the sole discretion of the District.

The District reserves the right to reject any and all Proposals, to waive any irregularities or informalities not affected by law, to evaluate each Proposals submitted, and to award contracts, if any, according to the Proposals which best serves the interest of the District at a reasonable cost to the District. Any contract(s) resulting from this RFP, however, will be made according to the form of the Independent Services Agreement provided as a separate attachment on Vendor Registry.

The respondent's Proposals, and any other supporting materials submitted 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 designed 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 are 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, Proposals 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 Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of the any public disclosure of any Proposal.

FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority business enterprises shall be afforded full opportunity to submit Proposals in response to this RFP, and will not 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. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits, or otherwise subjected to discrimination in any consideration leading to the award of contract.

PART II

PROJECT DESCRIPTION

Project Name: Merritt College Cellular Booster Project

General Context:

Peralta Community College District delivers transformative educational opportunity to its six-city service area (Albany, Berkeley, Piedmont, Oakland, Alameda, and Emeryville) through its four colleges: College of Alameda, Berkeley City College, Laney College, and Merritt College.

Merritt College is a 125-acre campus located in the Oakland hills, overlooking the San Francisco Bay. It serves approximately 6,000 students with 1,115 faculty & staff members.

SCOPE OF SERVICES

- A.** Due to Merritt College's unique hillside geography and topology, cellular service is very limited throughout the campus and oftentimes lacking. The unreliability of cellular service on Merritt's campus impacts safety, communication, as well as the overall learning experience. The vendor will provide the following:
- Boost cellular signals from all active carriers: AT&T, T-Mobile, Verizon, etc.
 - Boost 4G/5G cellular signals within and around campus buildings
 - Monitoring application for boosted cell signals
 - Professional installation of all necessary equipment (antennas, repeaters, cable termination, fiber, splitters)
 - Site survey of Merritt College
 - High-Level and Low-Level Design documents to be furnished
 - Cellular boosted signals coverage map (heat-map) of Merritt College
 - Presentation and demonstration of cellular boosting technology to be performed by awarded bidder to project stakeholders at Merritt College
 - Boosted cellular signals shall meet customer requirements for campus cellular reception

The entire project is expected to take no more than two months. This timeframe also includes all equipment procurement lead times.

VENDOR REQUIREMENTS

The vendor will need to be familiar with rooftop installation compliance requirements and adherence to FCC regulations pertaining to cellular and radio transmissions. Also, the vendor will need to hold an active C10 electrical license.

REGULATORY REQUIREMENTS

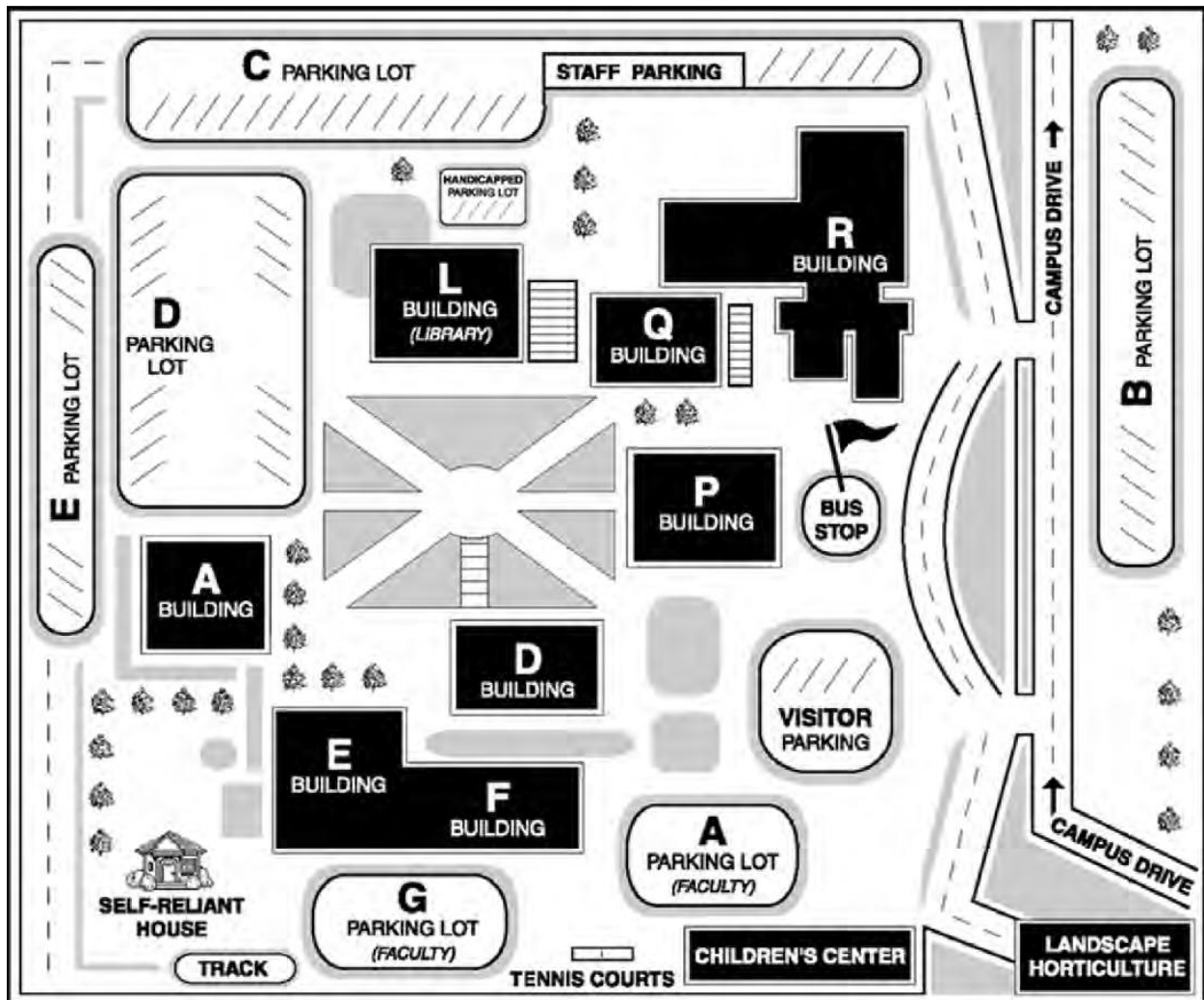
1. All work covered under these specifications shall meet or exceed the latest requirements of all national, state, county, municipal and other Authority having jurisdiction over the work described.
2. The network vendor shall comply with all Public Ordinances, Building Codes, Laws, etc. Any permits and licenses required for the performance of the work shall be obtained.
 - a. Please see: <https://www.oaklandca.gov/resources/telecom>
3. Workmanship, material and equipment shall be in accordance with the specifications and drawings. In some instances, the requirements exceed those required by codes and standards. Where not exceeded, the codes and standards shall be considered as absolute minimum requirements.
4. Any portion of the work which is not subject to the requirements of an electric code published by a specific Authority Having Jurisdiction shall be governed by the

National Electric Code and other applicable sections of the National Fire Code, as published by the National Fire Protection Association.

5. Installation procedures, methods and conditions shall comply with the latest requirements of the Federal Occupational Safety and Health Administration.



CAMPUS MAP



I. 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. Contractors shall comply with Districts Project labor Agreement as stated in Exhibit 1.

F. 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.

G. 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.

H. 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.

I. 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.

II. 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.

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. Cover Letter.

- Briefly describe your understanding of the project and summarize the proposer’s qualifications and capabilities to meet RFP requirements.
- Identify person(s) who will be authorized to represent the company during contract negotiations and term of contract. Include their title, address, and telephone number(s).
- Acknowledge receipt of any addenda issued for this RFP and attach signed addenda to the proposal.
- The cover letter must be signed by the person who has authority to bind the company. The name and title of the individual(s) signing the proposal must be

clearly shown immediately below the signature. Please see Authorized Signatures on page 9.

C. Table of Contents. Clearly identify the materials by section, subsection, and page number using the RFP section numbers and headings.

D. Understanding the Project. Provide comprehensive narrative that illustrates your understanding of the purpose of the scope, objectives, and requirements of the project. Identify any challenges associated with implementing the work and District timeline.

E. Methodology Used for the Project. Provide a detailed, comprehensive narrative that sets out the methodology you intend to employ and demonstrate how your methodology will serve to accomplish the Scope of Work (SOW) and achieve the District's objectives. Discuss any operational plan, problem-solving approaches, techniques, standards, or creative methods to be used for getting the project completed within the District's timeline. Include the proposed project schedule and timeline, which identifies major tasks and project milestones. Be specific about how you will provide the training that will be required to allow IT staff to maintain the SIS system.

F. Management Plan for the Project. Provide a comprehensive narrative that sets out the management plan you intend to follow and demonstrate how the plan will serve to accomplish the scope of work and achieve the District's objectives. Include the following as part of your narrative:

- An organizational chart specific to personnel assigned to accomplish the work;
- The individual responsible and accountable for the completion of work (project manager) and the extent to which the individual will be available to the District;
- How this project fits into your overall organizational structure;
- Your management approach to potential contractual disputes.

G. Experience and Qualifications. Provide a comprehensive narrative describing your company's business history and proposed project team's specialized experience, capabilities, and unique qualifications for the performance of the work. Include the following:

- A list of projects with SOW description (of similar size and complexity) and previous work experience that demonstrate your ability to administer or complete this project successfully;
- References, including telephone numbers, for each project listed above, verifying that the contacts will be available to provide references during the evaluation period;
- A brief résumé of all personnel identified in your organizational chart provided in item F above.

H. Price Proposal. Provide the compensation that you expect to receive for the performance of the contract. This shall include an itemized list of all costs associated with the performance of the contract, including but not limited to:

- List hourly rates by position title, with cross-reference to key personnel and staffing plan, for reference.
- Present a schedule of values based on tangible deliverables, coordinated with the work plan and the staffing plan, to support evaluation of invoices. Invoices will be evaluated for tangible progress (and not hours expended or for percentage of time elapsed).
- Include all costs necessary to complete the scope of services, including, but not limited to, document reproduction, travel, meetings, and delivery services. The District will not process invoices on a "reimbursable" basis.
- Include a lump sum total fee. Provide detail, coordinated with the Work Plan, to show how the lump sum fee was calculated.
- All required licenses, documentation, and warranties for software.

III. 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	Maximum Possible Points
1	<u>Strength of Respondent Entity</u> Successful performance of similar work Ability to support the project with personnel and experience	15
2	<u>Project-Specific Team and Work Plan</u> Understanding of project specifics Strength of project-specific team Realistic and efficient approach to project delivery	25
3	<u>Design Skills</u> Quality Creativity Sustainability	25
4	<u>Fee</u> Clarity, tangible deliverables, consistency, overall cost	15
5	<u>Business Documentation</u> Signatures on submitted forms (exhibit 1)	5
6	SLBE/SELBE, participation	5
7	<u>Written Communication Skills</u> Clarity, quality, internal consistency, ease of use Compliance with direction provided by the RFP Complete and concise ("right-sized")	10
	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 and Board approval.

- E. Product Demonstration.** After review of RFP responses, selected Vendors, at the District's discretion, may be asked to demonstrate their proposed solution in person and in detail to District representatives. Demonstrations will be held at the District's Administrative Office. Response to this RFP does not guarantee that any particular Vendor will be asked to demonstrate their product or be awarded a contract for any products or services with the District.
- F.** 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.

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DOCUMENT 00 8250

PROJECT LABOR AGREEMENT

The full document can be found here:

<http://web.peralta.edu/purchasing/files/2012/06/00-8251-PLA-Agreement.pdf>

END OF DOCUMENT

EXHIBIT 1 – CONTRACT FORMS

The following Contract Forms must be submitted with the RFP:

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

Acknowledgement Form

Acknowledgement and Signature Form

The undersigned having carefully examined the Request for Proposals, 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 Vendor's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work described 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 RFP, 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 (Respondent) Name: _____

Name and Title of Signatory: _____

Signature: _____ (date)

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

**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.

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

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

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

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

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

RFP Number: _____ RFP Name: _____

Signed

Date

Printed or typed name

Title

Name of Company

Telephone

END OF DOCUMENT

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

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

THE UNDERSIGNED DECLARES:

I am the _____ of _____, the party making the foregoing proposal.

[Title]

[Name of Firm]

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on

_____.

[Date]

at _____, _____.

[City]

[State]

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT