

Chabot Las-Positas Community College District

Request for Proposal RFP No. 19/20-16 District-Wide, Annual Elevator Maintenance Services

Bids Due: Friday, May 29, 2020 2:00PM



Return Proposals To:
**Return Proposals To: Marie Hampton, Purchasing
Manager**
Purchasing & Warehouse Services Department
Email: mhampton@clpccd.org

TABLE OF CONTENTS

District-Wide, Annual Elevator Maintenance Services

Request for Proposal No. 19/20-16

Notice Calling for Bids	3
Instructions to Bidders... ..	6
Statement of Work... ..	10
Statement of Bidder’s Qualifications.....	14
Contract for Labor and Services.....	18
Drug-Free Workplace Certification.....	25
Workers Compensation Certificate	26
Public Works Contractor Registration Certification.....	27
Bid Proposal	28
Attachment A - Hourly Rates	30
Attachment B - Comprehensive Maintenance Schedule	31
Attachment C - Preventive Maintenance Schedule... ..	32
Attachment D - Parts and Services.....	33
Attachment E - Holiday Schedule	34
Attachment F - Sample of a Preventive Maintenance Schedule Inspection Log	35
Subcontractors List... ..	36
Non-Collusion Affidavit	37
Specifications	38

NOTICE CALLING FOR BIDS

DISTRICT:	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION:	District-Wide, Annual Elevator Maintenance Services
LAST DATE/TIME FOR SUBMITTAL OF BID PROPOSAL:	Friday, May 29, 2020 2:00PM
PLACE FOR SUBMITTAL OF BID PROPOSALS	Chabot-Las Positas Community College District Purchasing and Warehouse Services 7600 Dublin Blvd., 3 rd Floor Dublin, California 94568
BID AND CONTRACT DOCUMENTS AVAILABLE AT:	http://www.clpccd.org/business/open.php Chabot-Las Positas Community College District Purchasing and Warehouse Services 7600 Dublin Blvd., 3 rd Floor Dublin, California 94568

NOTICE IS HEREBY GIVEN that the Chabot-Las Positas Community College District (District), acting by and through its Board of Trustees, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work and Services generally described as **District-Wide, Annual Elevator Maintenance Services**.

- 1. Submittal of Bid Proposals.** All Bid Proposals must be submitted on forms furnished by the District prior to the last time for submission of Bid Proposals and the District's public opening and reading of Bid Proposals.
- 2. Bid and Contract Documents.** The Bid and Contract Documents are available at the location stated above. There is NO charge for the bid documents. Requests for bid documents should be made to the Buyer, Purchasing and Warehouse Services prior to the bid opening date and time.
- 3. Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (a) Hourly Rates; (b) Comprehensive Maintenance Schedule; (c) Preventive Maintenance Schedule; (d) Parts and Services; (e) Holiday Schedule; (f) Sample of Preventive Maintenance Schedule Inspection Log; Statement of Bidder's Qualifications; Subcontractor's List; and Non-Collusion Affidavit. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

4. **Electronic Bids.** Due to COVID-19 bids will be accepted via electronic mail. Electronic bids must be signed by a licensed notary verifying its authenticity. A soft copy of the notarized document must be forwarded electronically along with a copy of the bid. Failure to submit the notarized document and the meet deadline in the RFP will result in disqualification of the bid. Any submittals will be returned without review. A hard copy of the original bid and notarized copy **MUST** also be sent via US mail to:

Chabot-Las Positas Community College District
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568
Attn: Marie Hampton, Purchasing Manager

All bids shall be submitted electronically and mailed in envelopes clearly marked on the outside "**District-Wide, Annual Elevator Maintenance Services, RFP # 19/20-16.**"

5. **Questions.** Any questions regarding the information contained in this Invitation for Bid must be submitted via e-mail to: Bill Pagano, Buyer at bpagano@clpccd.org no later than **Thursday, May 21, 2020 2:00PM**. RFI responses to questions will be posted on the district website <http://www.clpccd.org/business/open.php> by **Tuesday, May 26, 2020 by 2:00 PM**.
6. **Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are filed at the District's Administrative Offices located 7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568 and are available to any interested party upon request. Alternatively, prevailing wage rate classifications and determinations may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dirdatabases.html> .
7. **Contractors License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District requires that the Bidders must possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded: C-11. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.
8. **Contract Time.** Work shall be achieved on a Monthly Basis after the date for commencement of the Work and Services as set forth in the Purchase Order issued by the District.
9. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of **Sixty (60) days** after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respected Bid Proposals.
10. **Job-Walk.** The District will conduct **Mandatory Job-Walk**. The **Las Positas College** Job-Walk will be conducted on **Tuesday, May 12, 2020 10:00 AM**. All Potential Bidders are to meet at Las Positas College, Maintenance and Operations Department, Building 3100, 3000 Campus Hill Drive, Livermore, CA 94551. All Potential Bidders should they choose to do a Job-Walk at **Chabot College** campus located at 25555 Hesperian Blvd, Hayward, CA 94545, **MUST** contact Charles Bender at 510-453-0248 or via email cbender@clpccd.org to coordinate a date and time. Directions and parking information are available at www.laspositascollege.edu and www.chabotcollege.edu

11. Award of Contract. The Contract for the Work and Services, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. Preparation and Submittal of Bid Proposal. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals shall be submitted in sealed envelopes bearing on the outside the Bidder's name and address and identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids. The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine. The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened. Any Bidder may withdraw or modify its Bid Proposal by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals.

2. Modifications. Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

3. Examination of Site and Contract Documents. Each Bidder may at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and Services; and carefully reviewing the Contract Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation under the Contract Documents.

4. Interpretation of Drawings, Specifications or Contract Documents. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. Bidders are solely responsible for submitting to such request not less than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by or on behalf of the District. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

5. District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work and Services, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained the Contract

Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

6. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a subproposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

7. Award of Contract. Award shall be made to the Responsive/Responsible Bidder. The award of the Contract, if made by the District through action of the District's Board of Trustees, will be to the responsible Bidder submitting the responsive Bid Proposal.

8. Subcontractors. If Applicable, each Bidder shall submit a list of its proposed Subcontractors whose work is valued at one-half of one percent (.05%) or more of the Bid Proposal amount. All Bidders are encouraged to disseminate all of the Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Each Subcontractor shall maintain annual compliance with Senate Bill 854 and Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Services.

9. Statement of Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.

10. Drug Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the qualified Services Provider will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Labor and Services Contract. The qualified Services Provider will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the qualified Services Provider to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Contract, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the qualified Services Provider.

11. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the qualified Services Provider shall secure Workers' Compensation Insurance for its employees engaged in the Work and Services of the Contract. The qualified Services Provider shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents.

12. Public Works Contractor Registration Certificate. Pursuant to California Senate Bill 854, the qualified Services Provider shall be registered with the California's Department of Industrial Relations

(DIR) and its subcontractors who intend to bid or perform work on any public works project, as defined under Labor Code Section 1720. The qualified Services Provider shall sign and deliver to the District the form of Public Works Contractor Registration Certification included with the Contract Documents.

13. Job-Walk. The District will conduct a mandatory Job-Walk(s) at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders attendance at such additional Job-Walk(s) is/are mandatory.

14. Substitution of Specified Items. Pursuant to Public Contract Code §3400(a), any Bidders may submit data concurrently with its Bid Proposal to substantiate a request to substitute an "or equal" item for any item specified in the Contract Documents ("Substitution Substantiation Data"). No action will be taken in connection with any Substitution Substantiation Data or request of any Bidder to substitute an "or equal" item for an item specified in the Contract Documents until after action has been taken to award the Contract without any conditions or reservations.

15. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District's issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

16. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work and Services of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work and Services of the Contract shall so similarly comply with the IRCA.

17. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will be identifying the Bidder to whom the District intends to award the Contract and the date, time and place of the District's Board of Trustees meeting at which an award of the Contract will be considered.

18. Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

- (i) The bid protest is in writing;

- (ii) The bid protest is filed and received by the District's Director, Business Services not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
- (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Director, Business Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Director, Business Services, or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Director, Business Services, or his/her designee. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District's Director, Business Services, any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Director, Business Services (or his/her designee) and action by the District's Board of Trustees to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's award of the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

End of Section

STATEMENT OF WORK

1. **Annual Inspection Report:** SERVICE PROVIDER must conduct an annual safety inspection of the equipment listed herein this RFP. Cost for this inspection must be included in the service agreement. After each annual inspection, the SERVICE PROVIDER will provide a written Elevator Inspection Report for each unit. The report must contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and sub-standard maintenance. The Elevator Inspection Report must be provided to the respective college representative within ten (10) business days of the inspection. Failure to adhere to these requirements may result in termination of the contract.
2. **State Inspection:** If attendance is required at any inspection required by the State of California, the SERVICE PROVIDER's technician must be present. All costs for these services must be included in the annual maintenance and repair fee. The SERVICE PROVIDER must maintain a history of inspections performed by the State for all equipment on this contract.

SERVICE PROVIDER will make all repairs indicate in State inspection reports within thirty (30) days of notice by CLPCCD, unless said repairs are excluded in this contract. These repairs will be performed at no additional charge to CLPCCD.

Each State inspection fee will be at CLPCCD's expense. Fees for re-inspection due to failure to eliminate deficiencies covered by this contract will be at the SERVICE PROVIDERS's expense.

3. **Preliminary Orders:** If preliminary orders to correct elevator deficiencies are issued by the State of California, Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway Unit (DIR), SERVICE PROVIDER shall promptly initiate corrective action to address the noted deficiencies. All deficiencies shall be corrected prior to the compliance date noted in the preliminary order.

Upon completion of all required corrective actions noted in a DIR preliminary order, SERVICE PROVIDER shall send notification of said completion to both the DIR and CLPCCD.

4. **Maintenance Schedule and Work Log:** The SERVICE PROVIDER shall post a monthly preventive maintenance schedule and a work log in each machine room. The SERVICE PROVIDER shall perform and document the monthly elevator fire recall testing in accordance with current industry standards and applicable codes. The log shall include all entries for routine maintenance and repairs, including supervisor's surveys. Entries shall include the date work is performed, mechanic's and supervisor's name, a brief description of work completed and the approximate time required for the work period. The SERVICE PROVIDER is responsible for the maintenance of the log and maintenance schedule in each machine room, as appropriate, for inspection by CLPCCD at any time. CLPCCD may copy the log and maintenance schedule at any time.
5. **Notification to CLPCCD and Service Records:** The SERVICE PROVIDER must first check in with the college representative when coming on-site to work, and check out upon leaving the campus.

The SERVICE PROVIDER must keep all work schedules on display in the respective elevator equipment rooms. Technicians must complete the schedule when he/she works

on equipment. The schedules will be maintained throughout the year and used as a guide and checklist.

The SERVICE PROVIDER shall provide CLPCCD with an itemized report of all work performed on a unit within seven (7) calendar days of the work performed. Each report must contain an itemized list of work performed and recommendations. This report may be submitted electronically. Any condition found affecting the immediate safety of the passengers or elevator equipment must be immediately reported to the college representative. Equipment shall not be shut down, rendered inoperable, etc., without the notification to the college representative.

The SERVICE PROVIDER must maintain an as-built record of all system modifications. This record will be delivered to CLPCCD at the end of the contract. Final payment will be withheld until these records are received and verified by CLPCCD. All records must be provided upon request of CLPCCD.

- 6. Performance Requirements:** SERVICE PROVIDER shall perform all work by and under the supervision of skilled, experienced, elevator service and repair personnel directly employed and supervised by the SERVICE PROVIDER. Any and all employees performing work under this contract shall be first deemed satisfactory to CLPCCD and must remain satisfactory and in good standing. If any employee is determined not satisfactory by CLPCCD, the SERVICE PROVIDER will remove and replace this person with another qualified mechanic determined to be satisfactory by CLPCCD.

All crews dispatched to locations under this contract must contain, at minimum, one journeyman mechanic who possesses a current CCCM (Certified Competent Conveyance Mechanic) license with the State of California, and who is qualified and experienced with the elevators and control systems to be serviced.

Routine Repair Response: The SERVICE PROVIDER is responsible for making all repairs necessary due to normal wear and tear. The cost for these repairs is to be included in the annual maintenance and repair fee. All repairs are to be scheduled during normal business hours. All repairs will be performed according to a schedule that is mutually agreeable to CLPCCD and the SERVICE PROVIDER.

Normal response time to trouble calls during regular working days and hours shall be a maximum of two (2) hours. Response time to trouble calls during overtime working hours shall be a maximum of three (3) hours.

Emergency Response: Emergencies are defined as entrapment. A technician must be at the campus site within one (1) hour of contact from the CLPCCD campus where the emergency service is required. When a passenger is trapped in an elevator, a quicker response time is preferred. This service is required twenty-four (24) hours a day, seven (7) days a week, weekends and holidays included. The emergency telephone in each elevator will be answered by CLPCCD. The answering service will verify the nature of the emergency and call the SERVICE PROVIDER, if appropriate.

Response Time: SERVICE PROVIDER shall respond to all calls made by CLPCCD within the times noted above or CLPCCD may exercise the right to call another elevator repair company to respond. The expense of this service and work provided by the third (3rd) party elevator company shall then be charged to and paid by the SERVICE PROVIDER. Continued failure to respond to calls or failure to provide competent responsive service may

be cause for termination of the contract.

Equipment Performance: Maintain at all times the standard of efficiency, safety, capacity, and speeds of elevators as designed and installed by the manufacturer, including acceleration and retardation, speed in feet per minute, with or without full load, floor-to-floor time and door openings and closing time. The leveling of all elevators shall adhere to the standards identified by the ANSI Code.

Elevators starting, acceleration, stopping and leveling will be smooth and free from jars or bumps. Full speed riding will be without swaying or vibration. SERVICE PROVIDER to maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

7. Special Requirements:

Invoicing: SERVICE PROVIDER shall invoice CLPCCD in triplicate, for advance payments on a quarterly basis. Separate invoice shall be submitted for each campus, and shall be submitted to CLPCCD Accounts Payable.

Normal Working Days and Hours: Normal work days are Monday through Friday except National holidays. Normal work hours are 8:00 am to 4:30 pm.

Overtime: Unless specifically requested by CLPCCD, all work is to be performed on normal workdays and during normal working hours as indicated in this RFP. If callback services or repairs are required outside normal working hours by CLPCCD, the SERVICE PROVIDER shall absorb the regular time portion of each overtime hour worked. CLPCCD shall be charged only for the difference between the regular time hourly billing rate, and the overtime billing rate, for each overtime hour worked.

Labor Tickets: CLPCCD reserves the right to request and receive copies of all work tickets relative to routine maintenance hours, repair hours, callback hours and any and all labor performed on work over and beyond the coverage of this Statement of Work.

Parts and Supplies: The SERVICE PROVIDER must maintain a parts and supply inventory sufficient for quick repair of routine items. All parts will be original manufacturer or equal.

Maintain a supply of contact, coils, leads, generator brushes, proper lubricants, wiping materials and other minor parts in each elevator machine room necessary for the performance of routine maintenance and restoration of service following a minor shutdown.

Maintain or have an immediate access to a supply of major spare lending parts (non-proprietary) available (i.e., motors, generators, armatures, etc.) for temporary use in an emergency. Major lending parts shall be at a location from which the SERVICE PROVIDER can secure them as quickly as possible but not to exceed overnight shipping. CLPCCD may request, prior to approval and during the terms of the contract, a spot check on the inventory. The extent of the check will be at the discretion of CLPCCD.

CLPCCD Inspections: CLPCCD reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of the contract are being fulfilled. Deficiencies noted shall be promptly corrected at the SERVICE PROVIDER'S sole expense.

If the SERVICE PROVIDER fails to perform the work required by the terms of the contract in a diligent and satisfactory manner, CLPCCD may, after thirty (30) days written notice to the SERVICE PROVIDER, perform or cause to be performed all or any part of the work required. SERVICE PROVIDER agrees that it will reimburse CLPCCD for any expense incurred, and CLPCCD, at its election, may deduct the amount from any sum owing or to become owing to the SERVICE PROVIDER. The waiver by CLPCCD of a breach of any provision of the contract by the SERVICE PROVIDER shall not operate or be construed as a waiver of any subsequent breach by SERVICE PROVIDER.

The SERVICE PROVIDER shall comply with all laws, codes, rules and regulations set forth by all authorities having jurisdiction in the location where the work is performed.

End of Section

STATEMENT OF BIDDER'S QUALIFICATIONS

1.

Bidder's Organization

- 1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. _____
- 1.1.1 If a corporation, state the following:
State of incorporation: _____
Date of incorporation: _____
President/Chief Executive Officer: _____
Secretary: _____
Treasurer/Chief Financial Officer: _____
- 1.1.2 If a partnership, state the following:
Type of partnership, i.e., general partnership, limited partnership: _____

Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____

- 1.1.3 If a proprietorship, state the names of all proprietors: _____

- 1.1.4 If a joint venture, state the following date of organization: _____
Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable:

- 1.2 Number of years your organization has been in business as a contractor: _____
- 1.3 Number of years your organization has conducted business under its present name:

- 1.4 If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):

- 1.5 Your organization's Federal Tax Identification Number: _____
- 1.6 Your Public Works Contractor's Registration Number: _____

2. Licensing

2.1 California Contractors License: Number: _____
Expiration Date: _____
Responsible Managing Employee/Officer: _____
License Classification(s): _____

2.2 Has a claim or other demand ever been made against your organization's California Contractors License Bond? _____ Yes No
If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

2.3 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? Yes No
If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

3. Experience

Categories of work (other than management/supervision) your organization typically performs with your own forces _____

3.1 On a separate attachment, list example elevator maintenance contracts completed by your organization in the past two (2) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the owner and the project owner's representative.

3.2 On a separate attachment, list example elevator maintenance contracts your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the project owner and the project owner's representative; (iv) the project architect's name, address, telephone number and contact person if applicable; (v) percent presently complete; and (vi) the current scheduled completion date.

4. Performance History

4.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).
4.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals,

officers or equity owners in connection with any elevator maintenance contract or project? Yes No
 If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

4.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any elevator maintenance contract or project? Yes No
 If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

4.1.3 Are there any judgements, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? Yes No
 If so, describe each such judgement, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

4.2 Has your organization ever refused to sign an elevator maintenance contract awarded to it?
 _____ Yes _____ No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

4.3 Has your organization ever failed to complete an elevator maintenance contract?
 _____ Yes _____ No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

4.4 Has your organization ever been declared in default of an elevator maintenance contract?
 _____ Yes _____ No
 If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

4.5 Has any elevator maintenance contract to which your organization is a party been terminated for the convenience of the project owner? _____ Yes _____ No
 If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

4.6 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any elevator maintenance contract or your submittal of a bid proposal for an elevator maintenance contract?
 _____ Yes _____ No
 If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

5. References (Include name, contact person, telephone, FAX and address for each reference provided):

5.1 Trade References (three (3) minimum)

5.2 Bank References

5.3 Owner references (three (3) minimum, preferably California community college districts and/or California K-12 school districts)

6. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this day of _____ 2020 at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

End of Section

CONTRACT FOR LABOR AND SERVICES

This Contract for Labor and Services (“Contract”) is entered into this _____ day of _____, 2020 by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (“District”) and _____ (“Services Provider”) doing business at _____ for the Work and Services generally described as: Districtwide Annual Elevator Maintenance Services. In consideration of the mutual covenants set forth herein, the Services Provider and District agree as follows:

- A.** In consideration of the payment of the sum of _____ Dollars (\$ _____,000.00) (“the Contract Price”), the Services Provider shall perform and complete the Work and Services generally described as an annual elevator maintenance services of all the Districtwide elevators which includes the scope of work and services.
- B.** Services Provider shall commence the Work and Services upon receipt of Purchase Order and shall complete the Work and Services in accordance with the Monthly Schedule.
- C.** The locations of the Work and Services are Chabot College campus at 25555 Hesperian Blvd., Hayward, CA 94545; and Las Positas College campus at 3000 Campus Hill Drive, Livermore, CA 94551 (“the Sites”).
- D.** At all times during the Work and Services, the Services Provider and Subcontractors shall obtain and maintain the following insurance coverages:

Services Provider:

Workers Compensation	Per applicable law
Employer’s Liability	\$ 1,000,000
Commercial General Liability	
Per Occurrence	\$ 1,000,000
Aggregate	\$ 1,000,000

Subcontractors:

Workers Compensation	Per applicable law
Employer’s Liability	\$ 1,000,000
Commercial General Liability	
Per Occurrence	\$ 1,000,000
Aggregate	\$ 1,000,000

- E.** The District’s Representative is Betty Castano, Maintenance and Operations, (925) 424-1765 or her designee.
- F.** The Contract Documents consists of this Contract for Labor and Services, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Services Provider to the District as a Bidder and the documents identified below. By executing this Contract, the Services Provider acknowledges its receipt and review of the Contract Documents; based upon this review, the Services Provider confirms that the Work and Services can be completed for the Contract Price and within the Contract Time. The Contract Documents consist of:

Contract for Labor and Services
 Terms and Conditions of Contract
 Non-Collusion Affidavit
 Bid Proposal

Drug-Free Workplace Certification
 Certificate of Worker’s Comp Insurance

SERVICE PROVIDERS WHICH PROVIDE LABOR ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A SERVICE PROVIDER WHO PERFORMS LABOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the District and Contractor have executed this Contract as of the date set forth above.

**“DISTRICT”
CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

By:

Mr. Douglas Roberts
Vice Chancellor, Business Services

“SERVICE PROVIDER”

By:

Title:

TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND SERVICES

- 1. Labor and Services.** The Services Provider shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work and Services in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work and Services shall be new and of the most suitable grade and quality for the purpose intended. The Work and Services are subject to tests/inspections as required by the Contract Documents. The Services Provider shall afford the District, and test/inspection services (if applicable) with access to the Work and Services, wherever located and whether in place or in progress. All of the Work and Services shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Services Provider shall submit to the District Representative, as designated in the Contract Documents, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work and Services requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Changes.**

 - 3.1 Changes to the Work and Services.** The District may, by written order, make Changes to the Work and Services, issue additional instructions and to add to or delete from the Work and Services. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Services Provider and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 15 percent (15%) of the actual costs of labor and materials; it being agreed that the mark-up represents all compensation due the Services Provider for profit, overhead/administrative costs and impacts of an authorized Change.
 - 3.2 Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Services Provider submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items. The Services Provider shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.
- 4. Safety; Security.** The Services Provider shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site, including without limitation, implementation and enforcement of safety programs. The Services Provider shall implement and maintain safety measures such as barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property, as required or appropriate by the circumstances or the nature of the Work and Services. The Services Provider is responsible for securing the Site and Work in

place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.

5. Labor.

5.1 Prevailing Wage Rates; Hours of Work. The Services Provider and all Subcontractors shall: (a) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (b) maintain complete and accurate payroll records for workers engaged in the Work; and (c) if requested by the District, provide Certified Payroll records as required by applicable laws. The Services Provider and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Services Provider shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate or hours of work requirements.

5.2 Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

5.3 Competency and Discipline. The Services Provider shall enforce strict discipline and good order among the Services Provider's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Services Provider or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Services Provider shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

6. Subcontractors. The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Services Provider is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain annual compliance with Senate Bill 854 and Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Services.

7. Non-Discrimination. The Services Provider and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Services Provider and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

8. Payment of the Contract Price. The District will make payment upon completion of the Services, the Services Provider's full performance of all other obligations under this Contract and the Services Provider's submission of a proper invoice. Upon receipt of the Services Provider's invoice, the District Representative will promptly verify that the Work and Services has been completed and that the Services Provider has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and Services hereunder, the District will make payment.

9. Insurance. The Services Provider and its Subcontractors shall, at all times during the Work and Services, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Services Provider's Commercial General Liability Insurance shall name the District as an Additional Insured. All

policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work and Services, the Services Provider shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages. No Work or Services at the Sites by the Services Provider or any Subcontractor will be permitted unless the Services Provider and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

- 10. Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the qualified Services Provider will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Labor and Services Contract. The qualified Services Provider will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the qualified Services Provider to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Contract, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the qualified Services Provider.
- 11. Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the qualified Services Provider shall secure Workers' Compensation Insurance for its employees engaged in the Work and Services of the Contract. The qualified Services Provider shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents.
- 12. Public Works Contractor Registration Certificate.** Pursuant to California Senate Bill 854, the qualified Services Provider shall be registered with the California's Department of Industrial Relations (DIR) and its subcontractors who intend to bid or perform work and Services on any public works project, as defined under Labor Code Section 1720. The qualified Contractor shall sign and deliver to the District the form of Public Works Contractor Registration Certification included with the Contract Documents.
- 13. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Services Provider shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorney's fees, which arise out of or related in any manner to this Contract or the Work and Services. The Services Provider's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Services Provider or Subcontractors. The Services Provider's obligations hereunder shall survive termination of the Contract and/or completion of the Work and Services.
- 14. District Right to Terminate.** The Services Provider's failure to comply with any term or condition of the Contract Documents shall constitute default of the Services Provider; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Services Provider shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Services Provider, in which case, the payment of the Contract Price shall be limited to the value of the Work and Services in place or in progress at the time of the termination for the District's convenience.

- 15. Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Services Provider shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Services Provider fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Services Provider.
- 16. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Services Provider shall be liable excessive costs of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards.
- 17. Miscellaneous.**
- 17.1 Disputes.** Each dispute or claim of \$375,000 or less arising out of this Contract shall be resolved in accordance with Public Contract Code §20104 et seq. A dispute or claim exceeding \$375,000 shall be resolved by binding arbitration conducted under the auspices of the American Arbitration Association and its Construction Industry Arbitration Rules in effect at the time that a Demand for Arbitration is filed, except as modified herein. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Contractor only if the Arbitration Award is supported by applicable law and substantial evidence pursuant to California Code of Civil Procedure §1296 and includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules. Any Arbitration Award that does not conform to the foregoing shall be invalid and unenforceable. The District and Services Provider hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. Notwithstanding any claim or dispute arising out of this Contract or the Work, the Services Provider shall continue to diligently perform the Work and prosecute the same to completion.
- 17.2 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Services Provider.
- 17.3 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Services Provider. The foregoing notwithstanding, the Services Provider shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 17.4 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Services Provider shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 17.5 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Services Provider expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District's breach or default of its obligations under the Contract Documents.

- 17.6 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed here from, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 17.7 Entire Agreement.** This Contract and the Contract Documents enumerated herein constitute the entire agreement and understanding of the District and the Services Provider concerning the subject matter hereof.

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Services Provider Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Services Provider 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 Services Provider's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace; and
 - ii. Services Provider's policy of maintaining a drug-free workplace; and
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Services Provider in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Services Provider agrees to fulfill and discharge all of Services Provider's obligations under the terms and requirements of California Government Code §8355 by, *inter alia*, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Services Provider and I understand that if the District determines that Services Provider has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Services Provider and I further understand that, should Services Provider violate the terms of the Drug-Free Workplace Act of 1990, Services Provider may be subject to debarment in accordance with the provisions of California Government Code §§8350, *et seq.*
4. Services Provider and I acknowledge that Services Provider and I are aware of the provisions of California Government Code §§8350, *et seq.* and hereby certify that Services Provider and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 2020
(City and State)

(Signature)

(Handwritten or Typed Name)

WORKERS COMPENSATION CERTIFICATE

PROJECT: District-Wide Annual Elevator Maintenance Services

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Services Provider's Name)

By: _____
(Signature)

(Typed or printed name)

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

(Services Provider's Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Senate Bill (SB) 854, the Public Works Contractor Registration Program.
2. I am authorized to certify, and do certify, on behalf of Contractor that an annual registration fee has been paid and I am registered as eligible to bid and work on public works projects by doing all of the following:
 - A. Must have workers' compensation coverage for any employees and only use subcontractors who are glistered public works contractors;
 - B. Must have Contractors State License Board license, if applicable to trade;
 - C. Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency;
 - D. Must not be under federal or state debarment;
 - E. Must not be in prior violation of this registration requirement once it becomes effective on April 1, 2015.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of the Department of Industrial Relations (DIR), the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Public Works Contractor Registration Certification Law of California Senate Bill 854, Contractor may be subject to debarment in accordance with the provisions of California Labor Code §§1720, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Senate Bill 854 and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Public Works Contractor Registration Program.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of
(City and State)

_____, 2020

(Signature)

(Handwritten or Typed Name)

Department of Industrial Relations Registration #

BID PROPOSAL

TO: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees ("the District"), 7600 Dublin Blvd., 3rd Floor, Dublin, California 94568

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone and FAX)

(E-Mail Address of Bidder's Representative(s))

(Name(s) of Bidder's Authorized Representative(s))

1. Bid Proposal

1.1 **Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: **District-Wide, Annual Elevator Maintenance Services** for the sum of:

Period One:	July 1, 2020 - June 30, 2021	\$ _____/mo.
Period Two:	July 1, 2021 - June 30, 2022	\$ _____/mo.
Period Three:	July 1, 2022 - June 30, 2023	\$ _____/mo.
Period Four:	July 1, 2023 - June 30, 2024	\$ _____/mo.
Period Five:	July 1, 2024 - June 30, 2025	\$ _____/mo.
ALT 1	Four (4) Wheelchair Lifts (Refer to Specification Section)	\$ _____/mo

1.2 The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.3 **Acknowledgment of Bid Addenda:** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

1.4 **Alternate Bid Items.** The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2. **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following: (a) Cost Data; (b) Comprehensive Maintenance Schedule; (c) Preventive Maintenance Schedule; (d) Parts and Services; (e) Holiday Schedule; (f) Annual Number of Unscheduled Service Responses (g) Photocopies of Certifications and/or Licenses; (h) Sample of a Preventive Maintenance Schedule Inspection Log; Statement of Bidder's Qualifications; Subcontractor's List; and Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Services in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Contract to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Certificate of Workers' Compensation Insurance; (c) the Drug-Free Workplace Certificate; and (d) the Public Works Contractor Registration Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) bearing License Number(s) _____, with expiration date(s) of _____. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, Specifications and other Contract Documents pertaining to the proposed Work and Services. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing the Work and Services in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work and Services for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____(Signature)

(Corporate Seal)

(Typed or Printed Name)

Title: _____

Attachment A – HOURLY RATES

	YEAR 1		YEAR 2		YEAR 3	
	Mechanic	Team	Mechanic	Team	Mechanic	Team
Hourly Rate: Normal Response						
Monday-Friday 8:00 a.m. - 5:00 p.m.	\$	\$	\$	\$	\$	\$
Hourly Rate: Normal Response						
Monday-Friday 5:00 p.m. - 8:00 a.m.	\$	\$	\$	\$	\$	\$
Hourly Rate: Routine Repair Response						
Monday-Friday 8:00 am. - 5:00 p.m.	\$	\$	\$	\$	\$	\$
Hourly Rate: Routine Repair Response						
Monday-Friday 5:00 p.m. - 8:00 a.m.	\$	\$	\$	\$	\$	\$
Hourly Rate: Emergency Response						
Monday-Friday 8:00 a.m. - 5:00 p.m.	\$	\$	\$	\$	\$	\$
Hourly Rate: Emergency Response						
Monday-Friday 5:00 p.m. - 8:00 a.m.	\$	\$	\$	\$	\$	\$
Hourly Rate: Week-ends and Holidays						
Cost of a five (5) year load test to be paid separate by district. \$_____						

Attachment B - COMPREHENSIVE MAINTENANCE SCHEDULE (CMS)

Attachment C - PREVENTIVE MAINTENANCE SCHEDULE (PMS)

Include a comprehensive list of parts, services and remote diagnostics that are included in the monthly Preventive Maintenance Schedule (PMS)

Attachment D - PARTS AND SERVICES

Parts and services **Not Included** in the Preventive Maintenance Schedule (PMS)

Attachment E – HOLIDAY SCHEDULE

The Vendor's proposal shall provide a detailed work schedule including the standard hours of service, regular working days, and company holidays observed by the Vendor.

**Attachment F - SAMPLE OF A PREVENTIVE MAINTENANCE SCHEDULE (PMS)
INSPECTION LOG**

SUBCONTRACTORS LIST

Bidder: _____

Address: _____

Telephone & Fax #: _____

E-Mail Address: _____

Bidder's Authorized Representative(s): _____

PROJECT: RFP NO.: 19-20-16, DISTRICT-WIDE ANNUAL ELEVATOR MAINTENANCE SERVICE

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK/ LICENSE NO.

PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS

In accordance with Public Contract Code §4104, General Contractors submitting bids on California public projects should submit subcontractors license numbers with all bids.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: RFP NO.: 19-20-16, DISTRICT-WIDE ANNUAL ELEVATOR MAINTENANCE

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the _____ of _____, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 2020 at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature (Address)

Name Printed or Typed (City, County and State)

(_____) _____
(Area Code and Telephone Number)

SPECIFICATIONS

1. Contract Periods. An award by the Board of Trustees will result in the issuance of a Purchase Order by the District for each contract period as below:

- Period One:** July 1, 2020 - June 30, 2021
- Period Two:** July 1, 2021 - June 30, 2022
- Period Three:** July 1, 2022 - June 30, 2023
- Period Four:** July 1, 2023 - June 30, 2024
- Period Five:** July 1, 2024 - June 30, 2025

2. Equipment Description. The equipment to be included under the maintenance contract is listed below:

Type of Unit	Qty	Manufacturer	Unit ID	Location	Building
Hydraulic	1 EA	San Francisco	State # 42851	Chabot College	100
Oilraulic	1 EA	Dover	State #102625	Chabot College	300
Elevator	1 EA	Ascent	State #154568	Chabot College	400
Oilraulic	1 EA	Dover	State #102626	Chabot College	500
Elevator	1 EA	Mitsubishi	State #156536	Chabot College	700
Oilraulic	1 EA	Dover	State #102627	Chabot College	800
Oilraulic	1 EA	Dover	State #102628	Chabot College	1600
Oilraulic	1 EA	Dover	State #102629	Chabot College	1700
Oilraulic	1 EA	Dover	State #102647	Chabot College	2200
Oilraulic	1 EA	Dover	State #102648	Chabot College	2300
Oilraulic	1 EA	Dover	State #102649	Chabot College	3000
Oilraulic	1 EA	Dover	State #115714	Chabot College	3900
Stagelift	1 EA	Symington Wayne	Unknown	Chabot College	1300
Wheelchair lift	1 EA	Unknown	Unknown	Chabot College	1300
Elevator	1 EA	Schindler	State #156583	Chabot College	4000
Elevator	1 EA	Kone	State #173986	Las Positas College	1000
Elevator	1 EA	Ascent	State #163694	Las Positas College	1600 (W)
Elevator	1 EA	Ascent	State #163695	Las Positas College	1600 (E)
Elevator	1 EA	Unknown	State #105331	Las Positas College	1800
Elevator	1 EA	Thyssen Krupp	State #162129	Las Positas College	1850
Wheelchair lift	1 EA	Porch Lift	State #145195	Las Positas College	2400 (N)
Wheelchair lift	1 EA	Porch Lift	State #145199	Las Positas College	2400 (E)
Elevator	1 EA	National Elevator	State #133611	Las Positas College	2500
Elevator	1 EA	National Elevator	State #150865	Las Positas College	4000
Wheelchair	1 EA	Garaventa Lift	State #154735	Las Positas College	4000