

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL No.: 20/21-06

DISTRICT-WIDE FIRE SUPPRESSION SYSTEM SERVICE

Proposal Due:

Thursday, November 9, 2020 at 2:00 pm



Return Proposals To:

**Return Proposals To: Marie Hampton, Purchasing
Manager**

Purchasing & Warehouse Services Department

Email: mhampton@clpccd.org

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TABLE OF CONTENTS

District-Wide, Fire Suppression System Service

Request for Proposal No. 20-21-06

Project Description.....	4
Scope of Services.....	4
Location/Equipment/Yearly Costs.....	6
Bid Work Sheet/ Summary of Yearly Costs	7
Submission of Proposal.....	7
Proposal Form.....	8
Non-Collusion Affidavit-Attachment A.....	10
Drug Free Workplace Certification -Attachment B.....	11
Workers Compensation Certificate- Attachment C	12
General Provisions for Work & Services-Attachment D	13
Reference Chart-Attachment E.....	16

1. Background & Project Description

1.1 PROJECT OVERVIEW

Chabot-Las Positas Community College District (CLPCCD) requests for written proposals to secure District-wide fire suppression system testing, inspection, repair and maintenance. The District is committed in promoting public health and safety, and minimizes hazards to life and property. Additionally, the District is interested in developing a partnership with qualified vendors to provide operational testing and inspection of our Fire Suppression Systems at two (2) campuses.

The attached Scope of Work is for operational testing and inspection of the installed Fire Sprinkler Life Safety Systems located at the Chabot-Las Positas Community College District. Any system shut down shall be scheduled with the District, if necessary.

The work is to be accomplished at the following locations:

1. Las Positas College, 3000 Campus Hill Drive, Livermore, CA 94551
2. Chabot College, 25555 Hesperian Blvd, Hayward, CA 94545

All services will be managed and coordinated by the Director of Maintenance & Operations or an assigned staff member of the Maintenance & Operations department. All strategies and negotiations shall be directed by and coordinated through the Purchasing department. In transactions involving District staff, the Purchasing department will act as liaison for all parties to assure that objectives are being met throughout the entire transaction.

Any deviation from the attached specifications must be noted in the offeror's bid.

2. Scope of Services

The successful vendor is to provide all labor, materials, equipment and supervision necessary to perform inspection and testing, to Fire Sprinkler/Standpipe Systems, Fire Hose Cabinets to the satisfaction of the College and in accordance with applicable laws, codes and standards, and specifications outlined in this Request for Proposal.

2.1 TEST AND INSPECTION SERVICES

The vendor is to submit descriptions of all service work (testing and inspections) to be completed in accordance with all State and Municipal fire codes on a quarterly and yearly basis for each system and equipment listed.

Wet Sprinkler System - Sprinkler Test & Inspection

All accessible components and devices will be logged for:

1. Exact location.
2. Test results
3. Any discrepancies noted, recommendations for correction, and any corrections made on site.

The contractor will provide test documentation to CLPCCD. Copies will be kept on file by the Contractor branch office for five (5) years.

All accessible peripheral devices will be functionally tested in accordance with NFPA 25, current edition. All system testing will be performed in compliance with all applicable laws, codes and regulations.

2.2 REPAIRS

All maintenance and repairs identified during the Testing and Inspection Services (2.1) portion of this contract may be subject to the Public Bid process as described by CLPCCD bid procurement guidelines.

2.3 EMERGENCY SERVICES

The successful vendor will be required to provide emergency testing and inspection services to the systems/equipment covered on a twenty-four (24) hour, seven (7) day-per-week basis; provide priority emergency service to identify work as required within the shortest possible timeframe.

The vendor will be required to have a response time of a maximum of one (1) hour from the time a service call is dispatched from the College and must arrive at the site within four (4) hours, assess the problem and recommend a possible solution within twenty-four (24) hours. Repair work will be completed as identified in sections 2.2 Repairs.

2.4 REPORTS

The service provider will provide the District a report after inspection/testing, no later than (1) week following the inspections/testing. The report will detail the following information:

1. Certification that the various items as listed in the inspections were checked at the specified time and that they were found to be functioning correctly or, if not functioning correctly, notations of the problems and correction actions to be taken.

2.5 SERVICES INCLUDED

- Testing and Inspection of all devices and control equipment as noted below.
- Documentation of all test results by device and location.
- All testing methods to adhere to the current NFPA edition testing standards
- Water flow and tamper switch testing to be conducted in conjunction with the district fire alarm provider.
- 24 Hour Emergency Service Response to identify problems.

2.6 AGREEMENT TERM

The initial term of the Agreement will be for a period of three (3) years, commencing on January 1, 2021

Pricing must remain firm for the initial three (3) year term. There will be an option to renew the Contract for up to two (2) optional one (1) year terms based on satisfactory performance, the College requirements, and price negotiations.

2.7 CONTRACT

The successful vendor will be required to enter into an Agreement with the District. The intent is to award the Agreement in full to one Service Provider for the term indicated. However, the District reserves the right to award in whole or in part if in their best interest.

2.8 NORMAL WORKING HOURS.

Services are to be provided during normal working hours Mon-Fri. 6:00 AM – 2:30 PM, excluding holidays.

3. Location / Equipment / Yearly Costs

At a minimum, the Vendor shall perform all Testing, Inspection, Maintenance, and Tests listed in the Scope of Work section. All pricing is based on the inspection frequency outlined below. Also attach your proposed fee schedules/hourly labor rates for any work not considered part of the Scope of Work of this RFP to this sheet.

Below is a description of systems, equipment and device located at each campus. The frequency of maintenance/inspections/testing previously completed for the last five years are shown. **All quantities must be verified by bidders.**

3.1 Las Positas College		
Product Description	Inspection Frequency	Yearly Cost
Sprinkler Test & Inspect (Wet Sprinkler System)		
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve) 26 Risers	Quarterly	
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve) 26 Risers	Annual	
Total Yearly Costs:		\$

Inspections will be done the following months:
 Wet Sprinkler (Quarterly) – September, December, and June (Annual) March

3.2 Chabot College		
Product Description	Inspection Frequency	Yearly Cost
Sprinkler Test & Inspect (Wet Sprinkler System)		
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve) 34 Risers	Quarterly	
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve) 34 Risers	Annual	
Total Yearly Costs:		\$

Inspections will be done the following months:
 Wet Sprinkler (Quarterly) – September, December, and June (Annual) March

4. Bid Work Sheet / Summary of Yearly Costs

Include the fiscal schedule rates and charges for testing and inspection services at each campus on the summary worksheet below. Provide a fixed, lump sum total cost to accomplish the work. Use the budget table format below to provide a cost breakdown. Also provide an hourly rate for each team member for work that may exceed the scope. NOTE: FISCAL YEAR (FY) DEFINED AS JULY 1ST through JUNE 30TH.

Summary of Rates – Fiscal Year (FY)			
Location	FY 2020-2021	FY 2021-2022	FY 2022-2023
Quarterly & Annual Testing and Inspection (Las Positas College) Line 1	\$	\$	\$
Quarterly & Annual Testing and Inspection (Chabot College) Line 2	\$	\$	\$
Total Testing and Inspection Line 3	\$	\$	\$

5-year testing and inspection for both campuses were completed in 2020 and will not be required until year 2025.

5. Submission of Proposal

1. **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. **(1) hard copy marked “original” and (3) copies marked “copy”** of the bid and notarized copy **MUST** also be sent via U.S. mail to the address below. **NOTE: We are not accepting FedEx or US deliveries.** Bid results are due by **Thursday, November 12, 2020 by 2:00PM**

Chabot-Las Positas Community College District

7600 Dublin Blvd, 3rd Floor

Dublin, CA 94568

Attn: Marie Hampton, (Purchasing)

Email mhampton@clpccd.org

All bids shall be submitted electronically and mailed in envelopes clearly marked on the outside **“District-Wide Fire Suppression Maintenance Services, RFP # 20/21-06.”**

2. **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 **Wednesday, November 4, 2020 2:00PM.** RFI responses to questions will be posted on the district website <http://www.clpccd.org/business/RFP-2-12.php> by **Monday, November 9, 2020 by 2:00 PM.**

PROPOSAL FORM

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:

(Firm Name of Proposer)

(Address)

(City, State, Zip Code)

(Telephone, Facsimile and Email)

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

1. Proposal.

1.1 Proposal Amounts. The undersigned Proposer proposes and agrees to provide the labor, equipment, supplies, service, and related reports/documentation required for the Request for Proposal described as: District-Wide Fire Suppression System Service, in the for the sum of _____ Dollars

(\$ _____) (Total of Line 3 of Table above). provided in the proposal. Amounts are exclusive of any State of California or local sales or use. The Proposer 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 Proposer in preparing and submitting this Proposal. Pricing must remain firm for the initial three (3) year term. There will be an option to renew the Contract for up to two (2) additional one (1) year terms based on satisfactory performance, the College requirements and price negotiations based on the revised prevailing wage rates of 2020, 2021 and 2022.

1.2 Acknowledgment of Proposal Addenda. If applicable. In submitting this Proposal, the undersigned Proposer acknowledges receipt of all Proposal Addenda issued by or on behalf of the District, as set forth below. The Proposer confirms that this Proposal incorporates, and is inclusive of, all items or other matters contained in Proposal Addenda.

Addenda Nos. _____ received, acknowledged, and incorporated into this Proposal. (Initial) ____

2. Documents Accompanying Proposal. The Proposer has submitted with this Proposal the following: (a) Non-Collusion Affidavit; (b) Bid Proposal Forms; and (c) Bid Signature Form. The Proposer acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice Calling for Bids, the Instructions for Bidders and in each of the foregoing documents, the Proposal may be rejected as non-responsive.

3. Award of Contract. The successful bidder will be required to enter into an Agreement with the District. The intent is to award the Agreement in full to one (1) service provider for the term indicated. However, the District reserves the right to award in whole or in part if it is in their best interest. It is the intent of the District to issue a Purchase Order(s). It is expected that the successful contractor(s) will meet all requirements of this Proposal and the purchase order.

4. Acknowledgement and Confirmation. The undersigned Proposer acknowledges its receipt, review and understanding of the business requirements, specifications, and other contract documents pertaining to this Proposal. The undersigned Proposer certifies that the contract documents are, in its opinion, adequate, feasible, and complete. The undersigned Proposer certifies that it has all necessary equipment, personnel, materials, technical and financial ability to complete the Work for the amount of Proposal herein within the Contract time and in accordance with the Contract Documents.

PROPOSAL SIGNATURE FORM

The undersigned agrees to:

Provide all fire suppression system services for Chabot-Las Positas Community College District.

All equipment, accessories and services shall comply with the applicable Federal and State Law, Codes, Regulations, and Requirements.

By: _____
(Authorized Signature)

(Typed or Printed Name)

(END OF SIGNATURE FORM)

NON-COLLUSION AFFIDAVIT

Attachment A

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: RFP NO.:20-21-6, 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) (BidderName)
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)

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)

Chabot Las-Positas Community College District
General Provisions for Work and Services
For Purchase Order # _____

Attachment D

This Agreement for **(type of construction work or services)** for **(list campus and project title/name)** is made by and between **(NAME)** (Contractor) at **(Address, City, State & Zip)** and the **Chabot-Las Positas Community College District (District)** as of **(Insert DATE)**.

1. **TERM:** This Agreement is effective **(Insert DATE)** and will continue until **(Insert DATE)**. The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement within thirty (30) days written notice to the other party.
2. **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the District Services as described in the Purchase Order and/or Contractor's bid proposal and made a part of this Agreement. Contractor agrees to keep the District regularly informed of the progress of work performed under this Agreement. The District has the right to approve personnel assigned to perform these services.
3. **COMPENSATION:** The District will pay Contractor as specified in the Purchase Order. No increase in amount or scope of services is authorized without formal written amendment to this Agreement.
4. **TERMINATION:** This Agreement may be terminated by the District, at its sole discretion, upon ten (10)-day advance notice thereof to the Contractor or canceled immediately by written mutual consent. In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.
5. **CONFLICTS OF INTEREST:** To avoid any potential conflict of interest problems, Contractor represents that it does not employ or retain the services of any spouse or family member of any District employees, nor has it furnished any financial compensation for the pursuit of business with the District.
6. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is by and between the District and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. Contractor will assign the Contractors it proposes to use.

Contractor shall be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of Contractor's employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and Contractor or any employee or agent of Contractor. Each and every person providing services to the District under this Agreement shall, at all times, remain an employee of Contractor. Contractor's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the District, nor shall they be entitled to overtime pay from the District. Contractor is solely responsible for paying all necessary State or Federal tax for itself and its employees. The District will make no State or Federal unemployment insurance or disability insurance contributions on behalf of the Contractor and/or its employees. Neither Contractor nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of the District may otherwise have in the event of termination of this Agreement.

The District further understands and agrees that Contractor is engaged in an independent business and the District shall have no right to direct or control in any way or to any degree the manner of Contractor's performance hereunder. Contractor understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the District or create any obligation, express or implied, on the part of the District.

7. **NON-ASSIGNABILITY:** This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.
8. **HOLD HARMLESS AND INDEMNIFICATION:** The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees. The District shall defend, save harmless and indemnify the Contractor and its officers,

agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents, servants, employees or subcontractors hereunder.

9. **FORCE MAJEURE**: Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.
10. **COMPLIANCE WITH APPLICABLE LAWS**: Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors shall, at their sole costs and expense, have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions and keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective business or profession.
11. **DAVIS-BACON ACT**: Contractor and any subcontractors working on the site of public works projects in excess of \$1,000 shall comply with the Davis-Bacon Act which establishes that paid wages are in accordance with the Prevailing Wage Rates as determined by the Department of Industrial Relations (DIR). In addition, submission of the Certified Payroll Records shall be in compliance with Senate Bill 854.
12. **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE**: Pursuant to California Senate Bill 854, the qualified Contractor 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 §1720, 1771, 1774-1776, 1777.5, 1813 and 1815. The qualified Contractor shall sign and deliver to the District the form of Public Works Contractor Registration Certification included with the Agreement Documents.
13. **LICENSES & ASSURANCES**: Contractor assures that Contractor possesses the required licenses or expertise to perform all the services which it has agreed to perform pursuant to this Agreement. Contractor shall maintain appropriate or required licensure in full force and effect during the term of this Agreement.
14. **NON-DISCRIMINATION**: Contractor agrees that it will not unlawfully discriminate on the basis of race, color, religion, gender, national origin, age or medical condition, sexual orientation or marital status or any other characteristic protected by law in the delivery of programs or services set forth herein.
15. **WARRANTY**: Contractor shall diligently and carefully perform all work required hereunder in a good and workmanlike manner according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession, and shall furnish all labor, supervision, materials, equipment and supplies necessary therefore.
16. **INSURANCE**: Contractor shall at all times during the term of this Agreement, or any extension thereof, maintain comprehensive general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate for all claims made during any one policy year. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, or by a system of self-insurance. Contractor shall, upon request of the District, provide Certificate of Insurance proof that the services provided are covered under its policy and that the District is named or fully covered as an additional insured.
17. **DEBARMENT, SUSPENSION, AND OTHER REPRESENTATION**: Contractor certifies as required by Executive Order 12549, that Contractor and its principles are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the Contractor to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with making of any federal grant or cooperative agreement

18. **DRUG-FREE WORKPLACE CERTIFICATION:** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the qualified Contractor will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Labor and Material Contract. The qualified Contractor 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 Contractor 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 Contractor.
19. **WORKER'S COMPENSATION INSURANCE:** Pursuant to California Labor Code §3700 Contractor agrees to comply fully with all provisions of all applicable workers' compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Contractor performing this Agreement files a worker's compensation claim against the District, Contractor agrees to defend and hold the District harmless from such claim.
20. **ENTIRE AGREEMENT; NO WAIVER:** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Except as otherwise provided by this Agreement, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. A waiver of any breach or any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision. When there is a conflict between the Contractor's bid proposal Terms and Conditions and the District's, the District's shall supersede.
21. **OWNERSHIP OF WORKS FOR HIRE:** All matters produced under this Agreement shall be works for hire and shall become the sole property of the District. Said works cannot be used for any other client or purposes without the District's expressed written permission. District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the District.
22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
23. **VENUE:** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
24. **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
25. **ATTORNEYS FEES:** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
26. **HEADINGS OR CAPTIONS:** Headings or captions used herein as headings of the various paragraphs and subparagraphs hereof are for convenience only, and the parties agree that such captions are not to be construed as a part of the Agreement or to be used in determining or construing the intent or context of this Agreement.
27. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.
28. **SEVERABILITY:** If any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

Reference Chart

<p>REFERENCES:</p> <p>Please provide a minimum listing of three (3) customers (<i>use Colleges if available</i>) who have used your services in the past year. In this listing, please provide the following information:</p>
REFERENCE # 1
a. Name of the Customer (College) # 1:
b. Web Address.
c. Contact name with phone, address, fax, and email.
d. Dates of business.
REFERENCE # 2
a. Name of the Customer (College) # 2:
b. Web Address.
c. Contact name with phone, address, fax, and email.
d. Dates of business.
REFERENCE # 3
a. Name of the Customer (College) # 3:
b. Web Address.
c. Contact name with phone, address, fax, and email.
d. Dates of business.

Questions:

Has the firm changed its name within the past 3 years? YES or NO

If yes, provide former Name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm? YES or NO

If yes, explain: _____

Have officers or principals of the firm ever had their business license suspended or revoked for any reason? YES or NO

If yes, explain: _____