

Chabot-Las Positas Community College District



**RFP: 24/25-01**

**Mechanical and Heating, Ventilating, and Air Conditioning  
(HVAC)**

**Preventative Maintenance & Repair**

**Chabot College/Las Positas College**

**Submittal Deadline: Thursday October, 17, 2024 at  
11:00 AM to:**

**Chabot-Las Positas  
Community College District  
7600 Dublin Blvd, 3<sup>rd</sup> Floor  
Dublin, CA 94568**

**Attn:**

**Marie Hampton, Purchasing & Warehouse Services  
Manager**

## I. ABOUT THE DISTRICT

### 1. Background and General information

The Chabot-Las Positas Community College District is a public, two-year California Community College District founded in 1961 serving the San Francisco Bay Area, particularly southern Alameda County, through its two colleges: Chabot College in Hayward; and Las Positas College in Livermore. The Colleges specialize in providing education services for four-year university transfers, technical training, continuing education, contract education with local businesses and community cultural enrichment. The District serves in excess of 20,000 students and employs more than 1,200 faculty members and staff. A seven-member elected Board of Trustees sets policy for the District.

#### LAS POSITAS COLLEGE

Las Positas College is located 40 miles southeast of San Francisco, amid one of California's fastest growing regions for business, science, and technology. Gently rolling hills and picturesque vineyards provide the scenic background for the College's 147-acre campus. Las Positas College currently enrolls nearly 10,000 day and evening students. The College offers curriculum for students seeking career preparation, transfer to a four-year college or university, or personal enrichment.

#### CHABOT COLLEGE

Founded in 1961, Chabot College offers educational programs and experiences for students to succeed in their education, progress in the workplace, and engage in the civic and cultural life of the community on its 94-acre campus and through online learning. Students take a variety of occupational, transfer and professional development courses while they prepare for their careers or to attend four-year institutions, take part in continued education, or receive specialized training. The Chabot College campus, located at 25555 Hesperian Boulevard in Hayward, is a core component of the District and serves over 12,400 students annually (approximately 60% of the total student enrollment in the District).

## II. NOTICE OF INVITING PROPOSALS

The Chabot-Las Positas Community College District invites proposals for the Mechanical and HVAC Preventative Maintenance and Repair at Chabot/Las-Positas Colleges.

It is necessary for Proposers to read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations the Proposer is submitting by providing a successful proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel. **Proposals must be received by the District Purchasing Department, and clearly marked to ATTN: Marie Hampton, Purchasing & Warehouse Services no later than 11:00 AM on Thursday, October 17, 2024.**

### A. SUBMITTAL OF PROPOSAL

Proposers shall submit two (3) complete double-sided, copies of their proposal and a USB drive containing a Portable Document File (PDF) proposal. The printed proposals should be on paper containing a minimum of 20% post-consumer recycled content. **Proposals must be in a sealed envelope bearing the caption**

**“Chabot-Las Positas Community College District – “Mechanical and HVAC Preventative Maintenance and Repair at Chabot College/Las Positas College RFP: 24/25-01”.**

**Proposals shall be submitted to:**

**Chabot-Las Positas  
Community College District**

**7600 Dublin Blvd., 3<sup>rd</sup> Floor  
Dublin, CA 94568**

**ATTN: Marie Hampton, Purchasing Manager**

**Proposals may be submitted in person, or by mail, but must be received by 11:00 AM on Thursday, October 17, 2024.** Late proposals will not be considered. The District assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

## **B. Mandatory Pre-Bid Meeting**

A Mandatory Walk-through will be held on Wednesday, October 2, 2024, @ 10:00 AM at Las Positas College located at 3000 Campus Drive, Bldg. 1100, Central Plant, Livermore, CA 94551 and Chabot College on Thursday, October 3, 2024 @ 10:00 AM located at 25555 Hesperian Boulevard, Maintenance and Operations Building, Hayward, CA 94545. **Mandatory attendance is required at both campuses. Failure to attend will deem the proposal as non-responsive.**

## **C. CONDITIONS OF REQUEST FOR PROPOSAL**

General Conditions. The District reserves the right to cancel or reject all or a portion or portions of the RFPs without notice. Further, the District makes no representations that any agreement will be awarded to any organization submitting a proposal. The District reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The District also reserves the right to reject any sub-provider or individual working on the proposed team and to replace the sub-provider or individual with a mutually acceptable replacement.

Liability of Costs and Responsibility. The District shall not be liable for any costs incurred in response to this RFPs. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the District harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the District.

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Validity. The proposer agrees to be bound by its proposal for in all respects until one such proposal has been accepted by the District and an agreement fully executed, or until a proposal has been specifically rejected by the City, whichever occurs first, but in no event longer than four (4) months from the date of submission.

Standard Contractor Agreement. A sample agreement has been provided in **Exhibit A** for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the Contractor agreement, these should be identified specifically in the RFP proposal; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the District disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the District will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The District will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The Contractor agreement will not be executed by the District without first being signed by the proposer.

Permits and Licenses. Proposer, at their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a Business License which will be required in connection with the performance of services hereunder. In accordance with the California Public Contracting Code, **The District requires the Contractor to possess a valid California C20 or C4 HVAC Contractors License.**

Proposer's Representative. The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Insurance. General Liability (including an Additional Insured Endorsement), Automobile (including an Additional Insured Endorsement), and Worker's compensation insurance are required in the amount set forth in the attached sample Contractor agreement. It is the Proposers responsibility to provide the City with updated insurance certificates during the life of the contract.

Prevailing Wage. The selected Contractor will be required to pay the prevailing wage rates in effect on the date this RFPs was first published, pursuant to California law, including California Labor Code sections 1720 through 1861. General prevailing wage rates in Alameda County are on file with the Department of Industrial Relations, and shall be made available to any interested party upon request.

Term of Agreement. The contract will be for a three-year period of time with an option to renew two (2) additional years.

Execution of Contract. The contract, in form and content satisfactory to the District, will be awarded at a regular Board of Trustee meeting. Prior to the award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include one (1) ORIGINAL COPY and two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the Board of Trustees awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

Confidentiality. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The District intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the Board of Trustees. If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Sheet as confidential. Submission of a proposal shall indicate that, if Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the nondisclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the District or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

Conflict of Interest. The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

### **III. GENERAL SCOPE OF SERVICES**

The purpose of this contract consists of furnishing all labor, materials, tools, equipment and insurance needed to perform Mechanical and HVAC Preventative Maintenance and Repair at Chabot and Las-Positas College. The proposer is responsible for developing the service prices necessary to conform to the contract specifications that are applicable to the service locations being proposed on. The proposal is to be presented with the total service cost for each site based on the frequency schedule in **EXHIBIT 'C'**. The proposer shall carefully examine the location sites, proposal, specifications, special provisions and contract forms. The scope of services contained in **EXHIBIT 'B'** will be reference and incorporated to the awarded contract for services.

### **IV. PROPOSAL REQUIREMENTS**

The Proposer shall include in its proposal, at a minimum, the information outlined below in a manner that demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP. The Proposer shall attach four separate exhibits, as described below, to the cover letter proposal: (I) Statement of Qualifications (II) Statement of Exceptions, if any, to Standard Contractor Agreement, (III) Timeline and Plan to take over from current Contractor (30 days or less), and (IV) Project Pricing.

#### **I. Statement of Qualifications**

The Proposer shall prepare a statement of qualifications, labeled as Exhibit A in the submitted proposal, which identifies:

- a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, number of employees intended to provide the services described in the Scope of Services, and a description of Proposers' shop and storage facilities intended to support the District.
- b) An identification of the Proposer's experience performing services for a community college of a similar size, scope, and complexity as the services required by this RFP, including an identification of the number of years' Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the services was provided, as well as a description of the services performed, and the dollar amount of the contract, and the date of performance.
- c) A list of the Proposer's principals, employees and agents in which the Proposer intends to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be perform by each individual.
- d) Description of training and safety programs for its field employees.

e) A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution. A statement as to whether the Proposer or any officer or employee of the company who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances.

II. Statement of Exceptions, if any, to Standard Contract Agreement.

A sample agreement has is provided in **Exhibit A** of this RFP for review. If Proposer wishes to take exception to any of the terms and conditions contained in the Contractor agreement, should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit B in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the District disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

III. Price Sheet

**Exhibit B Attachment 1 and 2** of this RFP contains a Price Sheets. Please complete, sign and label the completed Price Sheets as Attachment 1 and 2 of the submitted proposal.

## V. **EVALUATION CRITERIA**

The District will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the District's staff will screen and review all proposals. The factors considered by the Committee in reviewing the proposals will be:

**1. Statement of Qualification (20%)**

An assessment of the statement of qualifications, including past experience of the organization in general. Qualifications to be considered shall include: number and types of projects performed, the organization or its employees have completed and references; the variety of projects completed and a demonstration of the organization's ability to undertake this project; education, training, licenses, experience, and past performance of the Proposer and its agents and employees. The District reserves the right to consider Proposer's timely and accurate performance on contracts of a similar nature and the demonstrated ability to work in a California Community College setting with a full understanding of applicable laws or regulations that relate to the project.

**2. Cost of Proposal (50%)**

Cost.

**3. Years in Business (10%)**

The number of years in business performing the same or similar projects of this size.

**4. Similar work Performed in a Community College Setting (20%)**

Describe the type of worked performed in a Community College setting of same or similar size.



Proposals will first be screened to ensure responsiveness to the RFP. The District may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the District reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals. The Committee will initially review all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact references.

The District may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the District. Further, the District may conclude the evaluation process at this point and recommend award. Alternatively, the District may ask selected Proposers to participate in an oral interview.

The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if award, should be present at the oral interview. In addition to conducting oral interviews, the District may also contact and evaluate references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

The District reserves the right to negotiate the terms and conditions of the agreement with the highest ranked firm. Recommendation for award is contingent upon the successful negotiation of final contract terms. If negotiations cannot be concluded successfully within a time-period determined by the District, the District may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

Upon selection of a Proposer, the District will notify in writing Proposers of its decision.

## **EXHIBIT 'A' Standard Agreement and Insurance Requirements**

# AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of [Click here to enter a date.](#) ("Effective Date") by and between Chabot-Las Positas Community College District ("District") and \_\_\_\_\_ ("Consultant"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

## RECITALS

WHEREAS, the District desires to obtain certain consulting services, ("Consultant Services") as more particularly described in this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services.

WHEREAS, if the nature of Consultant Services requires the Consultant to be licensed, permitted or otherwise authorized by a Governmental Authority to complete the Consultant Services, Consultant is licensed, permitted or authorized to provide the Consultant Services.

WHEREAS, the Consultant submitted a proposal to complete the Consultant Services ("Proposal"); the Proposal is attached hereto as Attachment 3 and incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

## AGREEMENT

### 1 CONSULTANT SERVICES.

- 1.1 Scope of Consultant Services.** The Consultant Services are described in Attachment 1 to this Agreement. The Consultant shall, in Attachment 1, identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval. The Consultant shall provide all labor, materials, equipment, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services without adjustment of the Contract Price.
- 1.2 Consultant Services Schedule.** The Consultant shall complete the Consultant Services, and portions thereof, in accordance with the Consultant Services Schedule set forth in Attachment 1. The Consultant is liable to the District for costs, charges, losses and other damages arising out of or related to the failure of the Consultant to complete Consultant Services in accordance with the Consultant Services Schedule.
- 1.3 Consultant Work Product.** All materials generated by the Consultant or received by the Consultant in the course of completing the Consultant Services ("Consultant Work Product") are property of the District. Consultant Work Product includes tangible and intangible items in any form, including calculations, drawings, written/graphic materials, digital/electronic files and samples. The Consultant shall provide the District access to Consultant Work Product during Consultant's performance of Consultant Services for the District's inspection, review and/or reproduction of Consultant Work Product.
- 1.4 Additional Consultant Services.** Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may add to, delete from or modify the Consultant Services by written notice to the Consultant. If Additional Consultant Services authorized by the District do not result from the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.
- 1.5 Consultant Standard of Care.** The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (i) using the Consultant's best skill and attention; (ii) with due care and in accordance with applicable standard(s) of care; (iii) in accordance with applicable laws,

rules and regulations; and (iv) in accordance with the terms of this Agreement. The Consultant acknowledges that the Consultant Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the subject matter of this Agreement. The Consultant is liable to the District for losses, costs, changes and other consequences of its failure to provide perform and/or complete the Consultant Services or authorized Additional Consultant Services in a timely manner.

#### **1.6 Consultant Independent Consultant.**

**1.6.1 Independent Consultant Status.** The Consultant is an independent Consultant to the District. This Agreement and the Consultant Services hereunder are not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and any employee or agent of Consultant. All persons providing any Consultant Services under this Agreement shall, at all times, remain an employee of Consultant. As an independent Consultant, Consultant is responsible for determining the means and methods for performing the Consultant Services.

**1.6.2 Consultant Tax and Employee Benefits Responsibilities.** The Consultant is solely responsible for deducting all federal, state and local income taxes, FICA withholdings and all other taxes, assessments or withholdings the Consultant is required to deduct from compensation due the Consultant's employees by operation of law.

**1.6.3 Consultant Employees and Agents Not District Employees.** The Consultant's employees and agents are not employees of the District and shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other benefits as an employee of the District.

**1.6.4 No Consultant Authority to Contractually Bind District.** The Consultant acknowledges and agrees that it is not authorized to: (i) enter into contracts on behalf of the District; or (ii) expressly or impliedly commit or bind the District to any contractual obligation. Any action of the Consultant to enter into or to purportedly enter into any agreement, contract or obligation on behalf of the District in violation of the preceding is an event of Consultant default. In addition to rights and remedies of the District arising under this Agreement or by operation of law resulting from such Consultant default, the Consultant is liable to the District for all consequences of any agreement, contract or obligation purportedly entered into by the Consultant on behalf of the District.

**1.7 Consultant Warranties and Representations.** The Consultant warrants and represents to the District each of the following:

**1.7.1 Consultant Authority to Complete Consultant Services.** The Consultant warrants and represents that the Consultant and/or the Consultant's employees, as applicable, completing any of the Consultant Services possess all licenses, permits or other authorizations required by any Governmental Authority to complete the Consultant Services. The Consultant further warrants and represents that at all times while completing Consultant Services, the Consultant will maintain in full force and effect and in good standing all such licenses, permits or other authorizations.

**1.7.2 Capacity to Complete Consultant Services.** The Consultant warrants and represents that it possesses all necessary capacity to complete the Consultant Services, including without limitation, sufficient manpower resources with necessary skills, knowledge and experience, adequate financial resources and tools, machinery or other similar items necessary to complete the Consultant Services.

- 1.7.3 Conflicts of Interest.** Consultant warrants and represents that neither the Consultant or any employee of the Consultant employs or retains the services of any immediate family member of any District employees, nor has it furnished any financial compensation for the pursuit of business with the District. For purposes of this Agreement, an “immediate family member” is an adult who is a parent or step-parent, spouse, sibling or step-sibling, grandparent, uncle, aunt, or first cousin of a District employee.
- 1.7.4 Consultant Not Debarred.** The Consultant warrants and represents that it has not been debarred by a Governmental Authority from bidding for, submitting proposals for, or award of a public contract.
- 1.7.5 Breach of Warranties and Representations as Consultant Default.** If any of the foregoing warranties or representations are false or misleading or if the Consultant breaches any of the foregoing warranties or representations, the Consultant shall be deemed in default under this Agreement.
- 1.8 No Sub-Consultants.** Unless the Consultant requests District consent for completion of any portion of the Consultant Services by a Sub-Consultant to the Consultant and the District consents to such request, all Consultant Services shall be completed by the Consultant and its employees. If the Consultant requests consent of the District to complete any portion of the Consultant Services by a Sub-Consultant, the District may grant, condition or deny such consent in the sole and exclusive discretion of the District.

## **2 CONTRACT PRICE.**

- 2.1 Contract Price for Consultant Services.** The Contract Price due Consultant for completing Consultant Services is a lump sum, fixed price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Except for authorized Additional Consultant Services allowable Reimbursable Expenses, if any, the Contract Price represents the full amount due from the District to the Consultant for Consultant’s completion of the Consultant Services, including the Consultant’s fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District’s Administrative Offices, travel within the **Counties of \_\_\_\_\_**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.
- 2.2 Additional Consultant Services.** If the District authorizes Additional Consultant Services, the District’s payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Attachment 2 to this Agreement.
- 2.3 Reimbursable Expenses.** The Contract Price set forth above is inclusive of all expenses and costs incurred by the Consultant to complete the Consultant Services, except for expenses or costs for reimbursable items subject to the District’s advance written authorization.
- 2.4 Consultant Billings for Payment of Contract Price.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant’s billings shall be in such form and format along with such substantiating data as requested by District.
- 2.5 District Payment of Contract Price.** Within thirty (30) days of receipt of Consultant’s billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and authorized Reimbursable Expenses, if any. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the

amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**2.6 Consultant's Payments.** The Consultant shall promptly pay its employees, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant, without adjustment of the Contract Price.

**3 INSURANCE; INDEMNITY**

**3.1 Consultant Insurance.** At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance with at least the minimum coverage amounts set forth in this Agreement.

**3.2 Workers Compensation and Employers Liability Insurance.** The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

**3.3 Commercial General Liability Insurance.** The Commercial General Liability and Property Insurance shall cover the types of claims set forth below for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement.

**3.4 Automobile Liability Insurance.** The Automobile Liability Insurance shall insure risk of loss for bodily injury, death and property damage arising out of the operation of any owned, non-owner or hired motor vehicle.

**3.5 Professional Liability Insurance.** If required by this Agreement, the Consultant's professional liability insurance shall cover liabilities arising out of the performance of Consultant Services under this Agreement.

**3.6 Minimum Coverage Limits.** Minimum coverage limits for the Consultant's policies of insurance shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Automobile Liability (combined single limit)	One Million Dollars (\$1,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Professional Liability	Not Required

**3.7 Certificates of Insurance.** The Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance with the minimum coverage limits required hereunder. The Consultant

will not be permitted to perform any Consultant Services until Certificates of Insurance for all required policies of insurance have been delivered to the District. No payment will be made for any Consultant Services until the District has received Certificates of Insurance evidencing the Consultant's policies of insurance in accordance with requirements of this Agreement.

- 3.8 Additional Insured.** The District shall be an Additional Insured to the General Liability and Automobile Liability policies of insurance of the Consultant. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be the then current form of endorsement for ISO CG 20 10 (04/13), or SO CG 20 38 (04/13).
- 3.9 Consultant Insurance Primary.** If any policy of insurance required of the Consultant overlaps with any policy of insurance maintained by the District, the Consultant's policy(ies) of insurance is/are primary and non-contributing with any policy of insurance maintained by the District.
- 3.10 No Cancellation or Material Modification.** Each policy of insurance required by this Agreement shall be endorsed to state that coverage thereunder shall not be cancelled or materially modified except upon thirty (30) days' advance written notice to the District. Written notice of cancellation or material modification shall be from the insurer issuing the policy of insurance to the District.
- 3.11 Waiver of Subrogation.** Policies of insurance required by this Agreement shall include waivers of rights of recovery by subrogation against the District and its officers, employees, agents and representatives. The Consultant shall obtain any endorsement that may be necessary to effectuate the foregoing waiver of subrogation and that this provision is applicable and enforceable regardless of whether or not the insurer for any Consultant maintained policy of insurance issues a waiver of subrogation endorsement.
- 3.12 Insurer Qualifications.** Policies of insurance shall be issued by insurers who are: (i) authorized to issue insurance policies in the State of California; and (ii) AM Best rated at least A/VII.
- 3.13 District General Liability Insurance.** The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 3.14 Indemnity.**
- 3.14.1 Consultant Indemnity of District.** The Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees arising out of this Agreement; (ii) injury or death of persons; (iii) damage to property; or (iii) other costs, charges, damages or losses which arise out of or attributable, in whole or in part, to the negligent, grossly negligent or willful conduct of Consultant, or its employees, agents and representatives. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Consultant's completion of obligations hereunder until barred by the applicable Statute of Limitations.
- 3.14.2 District Indemnity of Consultant.** The District shall indemnify and hold harmless Consultant from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent, grossly negligent or willful conduct of the District.

#### **4 TERM; TERMINATION; SUSPENSION**

- 4.1 Term.** The Term of this Agreement commences as of the Effective Date set forth above. The foregoing notwithstanding, if this Agreement is subject to approval or ratification by the District's Board of Trustees, the Effective Date of this Agreement is deemed the date of Board of Trustees action approving or ratifying

this Agreement. Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement expires upon the Consultant's completion of Consultant Services.

- 4.2 Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure its default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.
- 4.3 District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Consultant Services hereunder; provided, however, that if the District directs suspension of Consultant Services for sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services hereunder.
- 4.4 District Termination For Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder. The Consultant is not entitled to any portion of the Contract Price for Consultant Services terminated by the District pursuant to the foregoing.
- 4.5 Consultant Suspension of Consultant Services.** If the District fails to make payment of the undisputed portion of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend performance of Consultant Services until payment of the undisputed portion of the Contract Price is received by the Consultant. In such event, Consultant shall have no liability for any delays to completion of Consultant Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Consultant to suspend performance of Consultant Services.



**4.6 Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relating to completed and in progress Consultant Services. The Consultant shall within five (5) days of the effective date of Termination, assemble and deliver to the District all Consultant Work Product.

**5 MISCELLEANOUS**

**5.1 Governing Law; Interpretation.** This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

**5.2 Time.** Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

**5.3 Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

**5.4 Consultant Personnel and Expense Records.** The Consultant shall maintain detailed billing records of personnel time and allowable Reimbursable Expenses to complete Consultant Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Consultant shall maintain billing records for at least three (3) years after completion of Consultant Services.

**5.5 Notices.** Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Chabot-Las Positas Community College District

7600 Dublin Boulevard

Dublin, CA 94568

Attn: \_\_\_\_\_

If to Consultant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5.6 Confidentiality.** All information and data provided by the District to the Consultant in connection with the Consultant Services are deemed confidential materials which shall not be disclosed by Consultant or its employees to any third party without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Consultant is liable to the District and third parties for losses, costs or other damages arising out of or relating to Consultant's breach of the confidentiality obligations set forth herein.

**5.7 Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

**5.8 Disputes.**

- 5.8.1 Consultant Continuation of Services.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant Services and authorized Additional Services pending a subsequent resolution of such disputes.
- 5.8.2 Mandatory Mediation.** All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Commercial Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings pursuant to the following Paragraph.
- 5.8.3 Arbitration.** All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) ("Arbitration Award) shall be: (i) supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296; and (ii) include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. An Arbitration Award that does not conform to the foregoing shall be invalid and unenforceable. The District and the Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the Arbitration Award, the Court determines either that the Arbitration Award is not supported by substantial evidence or is based on an error of law. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the District's administrative offices.
- 5.8.4 Consultant Compliance with Government Code §900, et seq.** The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Consultant's submission of claims to the District. The Consultant's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Consultant's initiation of any other dispute resolution procedure or proceeding.
- 5.8.5 Limitation on Arbitration.** The Superior Court for the State of California for the County in which the District is situated, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) Consultant's failure to satisfy all conditions precedent to arbitration, (iv) the right to compel arbitration, and (v) grounds for the revocation of the arbitration agreement.
- 5.8.6 Limitation on Special/Consequential Damages.** In the event of the District's breach or default of its obligations under this Agreement, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Consultant expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under this Agreement; the Consultant expressly waives and relinquishes any recovery of special or consequential damages from the District.
- 5.9 No Third-Party Beneficiaries.** This Agreement shall not be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. There are no third-party beneficiaries to this Agreement.

**5.10 Captions.** Captions of the provisions of this Agreement are used for convenience of reference only. The Parties that such captions are not to be used to interpret or construe the intent or context of this Agreement.

**5.11 Counterparts.** This Agreement may be executed in counterparts. Each counterpart copy hereof shall be deemed a duplicate original. The Parties acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in PDF format shall be legal and binding, with the same full force and effect as if an originally executed copy of this Agreement had been delivered. The Parties (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that each Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

**5.12 Entire Agreement.** The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. Documents forming a part of this Agreement are:

Exhibit "B"	Consultant Services Scope; Consultant Services Schedule and Consultant Personnel, Bid Proposal Amount.
Attachment 1	Personnel Rates, Hourly Rates
Attachment 2	Proposal

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

**"DISTRICT"**  
**CHABOT-LAS POSITAS COMMUNITY COLLEGE**  
**DISTRICT**

By:

Title: \_\_\_\_\_

**"CONSULTANT"**  
**[CONSULTANT NAME]**

By:

Title: \_\_\_\_\_

## **EXHIBIT 'B' Scope of Services**

## EXHIBIT 'B' SCOPE OF SERVICES

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- VIII.** WORKING HOURS
- IX.** HOLIDAYS

## **I. GENERAL INFORMATION**

Contractor shall provide boiler preventive maintenance and repair services for Chabot College located in Hayward, CA and Las Positas College located in Livermore, CA. Contractor shall provide all labor, materials, equipment, tools and transportation required to perform these services. All boiler repair work and maintenance shall follow the manufacturer's recommendations.

Contractor shall provide replacement parts for boilers within seventy-two (72) hours from the date and time of notification by CLPCCD. Exceptions to this must be approved by the Director of Maintenance and Operations.

Contractor shall purchase and provide all manufacturers replacement parts for each model of boiler. After-market parts are not to be used unless approved by the Director of Maintenance and Operations.

All services shall be performed by a Qualified Journey person, exceptions to this shall be approved by the Director of Maintenance and Operations in writing.

## **II. SAFETY AND HEALTH**

Contractor shall exercise and maintain all applicable Federal, State, County regulatory requirements as it pertains to Safety and Health. Regulators include but are not limited to OSHA, Bay Area Air Quality Management District, Department of Environmental Health and California Air Resources Board. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials.

## **III. GENERAL SCHEDULING**

Before any work commences under this Contract, Contractor must prepare and submit an **Annual Schedule of Preventative Maintenance Service** for each location, acceptable to the Director of Maintenance and Operations.

In addition, Contractor shall provide monthly logs of all work performed in a manner acceptable to the Director of Maintenance and Operations. Costs to prepare the schedule and report shall be included in the rates provided in **EXHIBIT 'C'**.

The Director of Maintenance and Operations will review the proposed schedule for no less than 14 business days and approve or deny days or dates based on client departments previously scheduled programs or activities.

Contractor shall notify the Maintenance Supervisor anytime Service Technicians arrive at a site.

#### **IV. AUTHORIZATION FOR REPAIRS**

Prior to beginning any repair or replacement, contractor will troubleshoot the system to diagnose the system's problems. The District shall not incur any extra charge for this service.

Contractor must obtain prior authorization for repairs or other work outside the scope of Preventive Maintenance from the Director of Maintenance and Operations.

Phone call authorization requires a quote over the phone and a written confirmation after the work has been completed. The District reserves the right to obtain additional work quotes and service from other trade providers.

If a repair or replacement is needed, and determined to be outside of the contract, contractor shall prepare and itemized cost proposal to replace or repair and provide to the Director of Maintenance and Operations within 48 hours.

#### **V. PREVENTATIVE MAINTENANCE SERVICE**

Work in this category is defined as per the Manufacturers recommendations.

PREVENTATIVE MAINTENANCE SERVICE includes, but is not limited to; inspect, all stationary or moving components and or parts including but not limited to: refrigerant, oil, bearings, belts, motor systems, seals, gears, burners, actuators, controls valves and switches.

Included in this category are Critical Components and parts of the District's HVAC System which includes, but are not limited to: Cooling Tower, Pumps, Boilers, VFD'S and Reciprocating/Screw Chillers.

## Mechanical Systems & Equipment Service Agreement

### Scope of Work

Provide operational maintenance for the equipment listed in the attached Equipment Schedules according to the following service specifications:

- Mechanical Maintenance Services – Quarterly test and inspection search for worn, failed and/or doubtful parts in accordance with the Manufacturer’s recommendations. Visual inspection of all coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, fluid levels, pumps, heat exchangers, etc.
- Boiler Preventative Maintenance – Quarterly preventive maintenance routine in accordance with Manufacturer’s recommendations.
- Chiller Preventive Maintenance - Quarterly preventive maintenance routine in accordance with Manufacturer’s recommendations.
- Cooling Tower Preventive Maintenance - Quarterly preventive maintenance routine in accordance with Manufacturer’s recommendations.
- Process Equipment Preventive Maintenance - Quarterly preventive maintenance routine in accordance with Manufacturer’s recommendations.
- Hot/Chilled Water Distribution System Pumps Preventive Maintenance - Quarterly preventive maintenance routine in accordance with Manufacturer’s recommendations.

#### Hot Water Boilers

1. Perform proper Lock Out Tag Out safety procedures to perform service.
2. Visually inspect boiler for possible leaks.
3. Observe condition of flame.
4. Burner section comments.
5. Log supply water temperature.
6. Log return water temperature.
7. Verify operation of water make-up and expansion tank.
8. Provide test of all safety controls including verifying operating temperature controls.
9. Control section comments.
10. Test low water cut off.
11. Check boiler room for unobstructed floor drains.
12. Inspect electrical connections.
13. Return unit to scheduled operation.
14. Unit performance section.

#### Air Cooled Chillers

1. Run unit and check operation. Advise on condition of unit before starting shutdown inspection.
2. Perform proper Lock Out Tag Out safety procedures to perform service.
3. Compressor starts.
4. Compressor run hours.
5. Record oil temperature.
6. Record oil differential pressure.
7. Perform a visual inspection on compressors for signs of leaks.
8. Perform visual inspection on condenser coils for signs of leaks.



9. Compressor section comments.
10. Check and record outlet chilled water temperatures.
11. Check and record inlet chilled water temperatures.
12. Inspect evaporator flow switches.
13. Inspect electrical connections in control and starter panels.
14. Check operation of control panel.
15. Record chilled water set point.
16. Record demand limit set point.
17. Return unit to scheduled operation.

#### Water Cooled Chillers

1. Run unit and check operation, advise on condition of unit before starting shutdown inspection.
2. Perform proper Lock Out Tag Out safety procedures to perform service
3. Compressor starts
4. Compressor run hours
5. Record oil temperature
6. Record oil differential pressure
7. Compressor section comments
8. Check and record outlet chilled water temperatures
9. Check and record inlet chilled water temperatures
10. Record evaporator approach temperature
11. Check and record outlet condenser water temperatures
12. Check and record inlet condenser water temperatures
13. Record condenser approach temperature
14. Inspect condenser and evaporator flow switches
15. Record purge minutes per 24 hours
16. Record total purge minutes
17. Inspect all electrical connections in control and starter panels
18. Record chilled water set point
19. Record demand limit set point
20. Return unit to scheduled operation.

#### Cooling Towers

1. Perform proper Lock Out Tag Out safety procedures to perform service.
2. Inspect all structural elements for corrosion and damage.
3. Inspect for scale build-up on eliminators.
4. Verify float operation.
5. Verify operation of fan controls.
6. Lubricate fan and motor bearings as needed.
7. Inspect pulley grooves and belts for alignment, wear, and tension.
8. Inspect fan wheel for free rotation, cracks, and alignment.
9. Inspect condition of sand filter operation, if applicable.
10. Return unit to scheduled operation.

### Chilled Water Pump

1. Verify pump is operating properly
2. Verify no corrosion or leaks visible
3. Inspect the pump for leaking seals, worn gaskets, and loose or damaged components
4. Lubricate motor and pump housing as needed
5. Verify all fittings and connections are tight
6. Verify that the coupling shaft is secure and that the shaft coupling safety guards are secure
7. Verify shaft alignment (no uneven wear), if applicable.

### Hot Water Pump

1. Visually Inspect Pump for Possible Leaks
2. Check Pump Seal(S) For and Sign of Leaks
3. Check and Record Suction Pressure
4. Check and Record Discharge Pressure
5. Lubricate Pump Where Applicable, Per Manufacturer's Recommendations
6. Visually Inspect Pump Coupling
7. Clean and Tighten All Electrical Connections

### VFD's

1. Perform proper Lock Out Tag Out safety procedures to perform service.
2. Inspect and clean VFD control cabinet and filter, if applicable.
3. Check and tighten VFD electrical connections as needed.
4. Return unit to scheduled operation.

### Exhaust Fans

1. Perform proper Lock Out Tag Out safety procedures to perform service.
2. Inspect condition of supply fan, motor, pulleys, belts, and adjust as needed.
3. Lubricate supply fan & motor bearings as needed, if applicable.
4. Check electrical connections as needed.
5. Return unit to scheduled operation.

### Exclusions

- Any repairs, service or modifications not mentioned above
- Replacement parts for listed equipment
- Electrical upgrades
- Over-time labor
- Certified and Non-certified Air & Water Balance/Testing/Repairs
- BMS & Fire Life Safety Controls and Connections
- Ceiling Tile or Grid Upgrades or Modifications
- Certified Acceptance Testing
- Requirements to meet OSHPOD or DSA regulations
- Correction of existing code violations
- Design/Title 24 engineering or drawings
- Building permits and fees
- Certificate fees
- Temporary or supplemental HVAC equipment

- Carpentry, trenching/digging, roofing, painting, framing, and concrete work (including coring or scanning).
- Removal of any hazardous materials or ACM's
- Condensate drain lines

Additional Information Required

- List of (3) references of current customers with service agreement accounts.
- Schedule of Hourly Labor Rates (Prevailing wages straight-time, over-time, truck charges, etc.).
- Statement of Emergency Response Process and Time.
- Example check-list and/or tracking system for inspection records and findings.
- Annual "Not to Exceed" cost increases.

## **1. ADDITIONAL INFORMATION**

More information identifying the various types of equipment receiving Preventative Maintenance Services at various locations can be found in **ATTACHMENT 'A'** to this Exhibit.

Preventative Maintenance frequency is equipment-dependent. The schedule for all equipment at various locations is listed in **EXHIBIT 'C'**.

Bid Proposal Amount and Hourly rates can be found in **EXHIBIT 'B'** can be found below:

## **VI. SCHEDULED MAINTENANCE SERVICE**

Scheduled Maintenance Service is defined as service or repair work that is non time sensitive or where the work involved is of such a nature that allows for advanced scheduling

Examples include, but are not limited to the scheduled replacement of any part of the Heating or Cooling System. Scheduled maintenance and repair requests shall be responded to within two (2) working days of notification. In no event will Scheduled Maintenance Service be considered overtime without prior approval of the Director of Maintenance and Operations or his designee.

## **VII. EMERGENCY MAINTENANCE SERVICE**

Work in this category is considered to be a safety concern and shall be performed by the Contractor at the direction of the Maintenance and Operations or his designee.

When notified by the District to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. The Contractor shall maintain a local telephone number where contact can be made twenty-four (24) hours per day.

## **VIII. WORKING HOURS**

Services shall be performed during normal working days and hours, which are defined as Monday through Friday 8:00 am to 5:00 pm unless an emergency exists (except scheduled holidays, see below).

## **VIII. HOLIDAYS**

The District recognizes, and will be closed on the below Scheduled Holidays:

If a scheduled holiday falls on a Saturday, the previous Friday should be a scheduled service day and if holiday falls on a Sunday, the following Monday should be a scheduled service day.

1. New Year's Day
2. Dr. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

**Attachment #1**  
**Bid Proposal Amount**

## Bid Proposal Amount

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 describe as: District-Wide, Annual HVAC Maintenance and Repair Services.

Period One:	July 1, 2024 – June 30, 2025	\$_____ /mo.
Period Two:	July 1, 2025 – June 30, 2026	\$_____ /mo.
Period Three:	July 1, 2026 – June 30, 2027	\$_____ / mo.
Total Proposal amount:		\$_____

The person signing the Bid Proposal Amount must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Name of Person Signing on Behalf of Firm \_\_\_\_\_

Title of Person Signing on Behalf of Business: \_\_\_\_\_

Signature of Person on Behalf of Firm \_\_\_\_\_

Dated: \_\_\_\_\_

Phone \_\_\_\_\_

## "Attachment #2"

### Hourly Rates

	YEAR 1		YEAR 2		YEAR 3
	Mechanic	Team	Mechanic	Team	Mechanic
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: Scheduled Maintenance Monday-Friday 8:00 a.m. - 5:00 p.m.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly Rate: Scheduled Maintenance 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 Holdiays					

Standard Mark up rate: \_\_\_\_\_ %



**Exhibit 'C' Equipment List**

## "Chabot/Las Positas Colleges" Equipment List

ITEM #1 CHABOT EQUIPMENT SCHEDULE						
TAG	SYSTEM COMPONENTS	MANUF.	MODEL NUMBER	SERIAL NUMBER	CAPACITY	FREQUENCY
CH1	Centrifugal Chiller	Trane	CVHF088	L08H03596	650 Tons	Quarterly
CH2	Centrifugal Chiller	Trane	CVHF065	L08H03603	650 Tons	Quarterly
CHWP1	Primary Chilled Water Pump	Armstrong	4030-8x6x15	602424	100 HP	Quarterly
CHWP2	Primary Chilled Water Pump	Armstrong	4030-8x6x15	602425	100 HP	Quarterly
SCHWP1	Secondary Chilled Water Pump	Armstrong	4600-8x6x15H	602050	200 HP	Quarterly
VFD1	Variable Frequency Drive	ABB	ACH550	2082803250	200 HP	Quarterly
SCHWP2	Secondary Chilled Water Pump	Armstrong	4600-8x6x15H	602051	200 HP	Quarterly
VFD2	Variable Frequency Drive	ABB	ACH550	2082802637	200 HP	Quarterly
B1	Boiler	Riello	AR4000	TBD	4000 MBH	Quarterly
B2	Boiler	Riello	AR4000	TBD	4000 MBH	Quarterly
B3	Boiler	Riello	AR4000	TBD	4000 MBH	Quarterly
B4	Boiler	Riello	AR4001	TBD	4001 MBH	Quarterly
B5	Boiler	Riello	AR4002	TBD	4002 MBH	Quarterly
B6	Boiler	Riello	AR4003	TBD	4003 MBH	Quarterly
SHWP1	Secondary Hot Water Pump	Armstrong	4600-5x4x10L	602052	100 HP	Quarterly
VFD3	Variable Frequency Drive	ABB	ACH550	2082900259	100 HP	Quarterly
SHWP1	Secondary Hot Water Pump	Armstrong	4600-5x4x10L	60205?	100 HP	Quarterly
VFD4	Variable Frequency Drive	ABB	ACH550	2082900855	100 HP	Quarterly
CT1	Cooling Tower	Evapco	REP224-718	8-341943	750 Tons	Quarterly
CT1	Cooling Tower	Evapco	REP224-718	8-34194?	750 Tons	Quarterly
CWP1	Condenser Water Pump	Armstrong	4030-8x6x10	602446	40 HP	Quarterly
CWP2	Condenser Water Pump	Armstrong	4030-8x6x10	602447	40 HP	Quarterly
VFD5	Variable Frequency Drive	ABB	ACH550	2082801111	50 HP	Quarterly
VFD6	Variable Frequency Drive	ABB	ACH550	2082801112	50 HP	Quarterly
EF1	Exhaust Fan	Greenheck	CUBE-300-50	11463225-0808	TBD	Quarterly
ITEM #1 CHABOT FILTER AND BELT SCHEDULE						
TAG	BELTS	BELT QUANTITY	CHANGE/YEAR			
EF1	BX54	6	1			

RFP: 24/25-01 HVAC Preventative Maintenance & Repair  
Chabot-Las Positas Community College District

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ITEM #2 LAS POSITAS EQUIPMENT SCHEDULE					
TAG	SYSTEM COMPONENTS	MANUF.	MODEL NUMBER	SERIAL NUMBER	CAPACIT
CH1	Centrifugal Chiller	Trane	CVF035FA3	L09C06904	350 Ton
CH2	Centrifugal Chiller	Trane	CVF035FA3	L09C06884	350 Ton
CHWP1	Chilled Water Pump	Armstrong	4300-3x3x8	614767	5 HP
CHWP2	Chilled Water Pump	Armstrong	4300-3x3x10	614768	10 HP
VFD8	Variable Frequency Drive	ABB	ACH550	2091402041	10 HP
PCHWP1	Primary Chilled Water Pump	Armstrong	4030-6x4x13	614690	50 HP
PCHWP2	Primary Chilled Water Pump	Armstrong	4030-6x4x13	614691	50 HP
SCHWP1	Secondary Chilled Water Pump	Armstrong	4030-8x6x15	615467	100 HP
VFD1	Variable Frequency Drive	ABB	ACH550	2091402237	100 HP
SCHWP2	Secondary Chilled Water Pump	Armstrong	4030-8x6x15	615468	100 HP
VFD2	Variable Frequency Drive	ABB	ACH550	2091402369	100 HP
HWB1	Boiler	Ajax	WRFG-7350W	69523	7,350 ME
HWB2	Boiler	Ajax	WRFG-7350W	69524	7,350 ME
PHWP1	Primary Hot Water Pump	Armstrong	4030-6x5x10	614692	7.5 HP
PHWP2	Primary Hot Water Pump	Armstrong	4030-6x5x10	614693	7.5 HP
SHWP1	Secondary Hot Water Pump	Armstrong	4030-6x5x10	614692	75 HP
VFD3	Variable Frequency Drive	ABB	ACH550	2091402618	75 HP
SHWP2	Secondary Hot Water Pump	Armstrong	4030-4x3x10	616154	75 HP
VFD4	Variable Frequency Drive	ABB	ACH550	2091402659	75 HP
CT1A	Cooling Tower	Evapco	REP217-712	8346017	20 HP
VFD5	Variable Frequency Drive	ABB	ACH550	2084701505	20 HP
CT1B	Cooling Tower	Evapco	REP217-712	834601?	20 HP
VFD6	Variable Frequency Drive	ABB	ACH550	2084701534	20 HP
CWP1	Condenser Water Pump	Armstrong	4030-6x5x10	614688	25 HP
CWP1	Condenser Water Pump	Armstrong	4030-6x5x10	614689	25 HP
FCU1	Fan Coil	Trane	LPCAA10F	T09F00164	
EF1	Exhaust Fan	Greenheck	CUBE-200-15-X	11794450-0906	1.5 HP
VFD9	Variable Frequency Drive	ABB	ACH550	2091402868	1.5 HP
Aaon/B2400	Evap-Cooled Chiller	Aaon	LL-170-3-0-DG0A-000	BABP000138	170 Ton
CH-1/B2500	Screw Chiller	Trane	RTWA1254XG01C3COWF	U04K08354	125 Ton

RFP: 24/25-01 HVAC Preventative Maintenance & Repair  
 Chabot-Las Positas Community College District

CH-2/B2500	Screw Chiller	Trane	RTWA1254XG01C3COWF	U04K08353	125 Ton
B-1/B2500	Boiler	Unilux	ZF200/W	A1024	2,200,000 BTU/I
B2400	Boiler (roof)	LAARS	PNCV125NACL2CXN	CO6166786	1,062,500 BTU/I
B2500	Cooling Tower	Evapco	AT1928	4107502	
B2500	Cooling Tower	Evapco	AT1928	4107503	
B-2/B2500	Boiler	Unilux	ZF200/W		2,200,000 BTU/I
IT Backup	Air Cooled Scroll Chiller	York	ylaa0070		70 Ton
CUP	Centrifugal Chiller	Trane	CVHF485	L18E02355	500 ton

**ITEM #2 LAS POSITAS FILTER AND BELT SCHE DULE**

TAG	FILTERS	FILTER QUANTITY	CHANGE / YEAR	BELTS	BELT QUANT
EF1				A26	2
FCU1	16x25x2 20x25x2	1    2	4	BX39	1

**Exhibit "D"**

**FORMS**

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## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

# NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says  
(Typed or Printed Name)

that I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Bidder Name)

the party submitting 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 \_\_\_\_\_, 20\_\_ 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) (Contractor Name)  
I declare, state and certify to all of the following:

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 Contractor 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 Contractor'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;
    - (ii) Contractor's policy of maintaining a drug-free workplace;
    - (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 Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor'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.
4. 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 California Government Code §§8355, 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 Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor 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 \_\_\_\_\_, 20\_\_  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)

# CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees  
Chabot-Las Positas Community College District 7600  
Dublin Blvd., 3<sup>rd</sup> Floor  
Dublin, California 94568

**RE: RFP.: 24/25-01 Mechanical and Heating, Ventilating, and Air Conditioning  
(HVAC) Chabot/Las Positas Community College District  
Las Positas College**

Ladies and Gentlemen:

In connection with submitting a Bid Proposal for the Work described 24/25-01  
Mechanical and Heating, Ventilating, and Air Conditioning (HVAC).  
I visited the Site of the Work on Wednesday, October 2, 2024 at Las Positas College,  
3000 Campus Hill Drive, Bldg, 1100 Utility Plant, Livermore, California  
94551 on behalf of:

\_\_\_\_\_  
Bidder Company Name

to inspect the Site of the proposed work, which will be turned over to the Bidder, if awarded the Contract, in its present condition, with a representative of the Chabot-Las Positas Community College, in order to acquaint the Bidder with the proposed Work so that the Bidder fully understands the facilities, difficulties, and restrictions attendant to execution and completion of the Work. I have also reviewed on behalf of the Bidder, the as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with District representatives and/or Contract Manager at Las Positas College.

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder's Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness.

\_\_\_\_\_  
Name of Bidder / Company

\_\_\_\_\_  
Authorized Signatory (Attendee)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Phone Number

Date



Purchasing and Warehouse Services  
Representative Initials:

Date:

## CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees  
Chabot-Las Positas Community College District 7600  
Dublin Blvd., 3<sup>rd</sup> Floor  
Dublin, California 94568

**RE: RFP.: 24/25-01 Mechanical and Heating, Ventilating, and Air Conditioning  
(HVAC) Chabot-Las Positas Community College District  
Chabot College**

Ladies and Gentlemen:

In connection with submitting a Bid Proposal for the Work described as 24/25-01 Mechanical and Heating, Ventilating, and Air Conditioning (HVAC), I visited the Site Work on Thursday, October 4, 2024, at Chabot College, 25555 Hesperian Blvd, Hayward, California 94545 on behalf of:

\_\_\_\_\_  
Bidder Name

to inspect the Site of the proposed work, which will be turned over to the Bidder, if awarded the Contract, in its present condition, with a representative of the Chabot-Las Positas Community College, in order to acquaint the Bidder with the proposed Work so that the Bidder fully understands the facilities, difficulties, and restrictions attendant to execution and completion of the Work. I have also reviewed on behalf of the Bidder, the as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with District representatives and/or Contract Manager at Chabot College.

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder's Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date



Purchasing and Warehouse Services  
Representative Initials:

Date: