

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

RE-REQUEST FOR PROPOSAL No.: A-17

DISTRICT-WIDE FIRE SUPPRESSION SYSTEM SERVICE

Proposal Due:

December 06, 2016 at 2:00 pm



**Return Proposals To:
District Office
Purchasing & Warehouse Services Department
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568**

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I. INTRODUCTION

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 all two (2) campuses. The total term of the agreement will be for a period of three (3) years with anticipated commencing on **February 1, 2017. 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 2019 and 2020.**

The attached Scope of Work is for operational testing and inspection of the installed 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.

Proposers shall use the RFP form or provide their own forms when submitting their prices. **The contract shall be awarded on the lowest bidder of the aggregate of the three (3) years.** The District is not responsible for errors or omissions on the part of the vendors in preparing their quotations. Any deviation from the attached specifications must be noted in the offerer's bid.

The successful vendor will be required to furnish all labor, equipment, supplies, insurance and license(s) to provide required service, testing, inspection, repair and maintenance to CLPCCD and comply with all applicable laws and regulations.

Submission of Proposal

Proposers should submit signed proposal in a sealed envelope to be mailed or delivered to:

CLPCCD (Chabot-Las Positas Community College District) District Office
Attn: Victoria L. Lamica, Purchasing and Contract Manager
7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568

by **2:00 pm on TUESDAY, DECEMBER 6th, 2016**. Please indicate: "**RE-RFP No.: A-17, Districtwide Fire Suppression System Services**" on the outside of the package.

CLPCCD Sole Contact Person during Proposal Process:

Victoria L. Lamica, Purchasing and Contract Manager
Purchasing and Warehouse Services
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568
vlamica@clpccd.org

II. BACKGROUND INFORMATION

The Chabot-Las Positas Community College District has two college campuses: Chabot College in Hayward and Las Positas College in Livermore was founded in 1961 and serves the San Francisco East Bay Area, particularly southern Alameda County, including the district communities of Castro Valley, Hayward, San Leandro, San Lorenzo and Union City. The colleges specialize in university transfer, technical training, continuing education, workforce development, contract education with local businesses and cultural enrichment. The District serves nearly 17,230 students and employs more than 1,500 administrators, faculty and classified staff. The District Office is located in the City of Dublin.

Las Positas College is located in the City of Livermore and services the educational needs of students in the Greater Tri Valley area. Las Positas College was founded in 1961 and has a current student enrollment of 7,167 Full-time Equivalent Students.

The 94-acre Chabot College site on Hesperian Boulevard in Hayward opened for its first day of classes on September 20, 1965 and has a current student enrollment of 10,063 Full-time Equivalent Students.

It is important to note that new buildings and facilities have be designed and constructed during the last ten (10) on both campuses through the Measure B Obligation Bond.

III. DATES AND TIMEFRAMES:

Issuance of RE-RFP	November 22, 2016
Deadline for vendors’ submission of proposals	DECEMBER 6, 2016 at 2:00pm
Issuance of Award to the selected qualified vendor	January 18, 2017

The District reserves the right to change or alter the times and activities.

IV. SCOPE OF SERVICES

The successful vendor is to provide all labor, materials, equipment and supervision necessary to perform inspection, testing, maintenance and repairs 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.

A. TEST AND INSPECTION SERVICES

The vendor is to submit descriptions of all service work (maintenance 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 72, 1999 ed. All system testing will be performed in compliance with all applicable laws, codes and regulations.

B. REPAIRS SERVICES

The successful vendor will be required to provide repairs to the systems/equipment covered in this RFP on twenty-four (24) hour, seven (7) day-per-week basis; provide priority repair service to perform the work as required within the shortest possible timeframe and take all necessary precautions to prevent reoccurrence; and provide quality parts and materials to maintain related equipment in proper operating condition.

The successful 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. Work will be completed as agreed upon by the District.

C. EMERGENCY SERVICES

The successful vendor will be required to provide emergency services to the systems/equipment covered on a twenty-four (24) hour, seven (7) day-per-week basis; provide priority emergency service to perform the work as required within the shortest possible timeframe and take all necessary precautions to prevent reoccurrence; and provide quality parts and materials to maintain related equipment in proper operating condition.

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. Work will be completed as agreed upon by the District.

D. 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 action taken.

The services shall include:

- 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.
- 24 Hour Emergency Service Response to identify problems.

V. SUBMISSION REQUIREMENTS

Please respond to the following requirements to satisfy the requirement of the RFP. CLPCCD will use your responses to determine your capabilities and experience.

1. **Company and Signature:** Provide the name of your company (including the name of any parent company) business address, Federal Tax I.D. number etc. Please make sure to sign and date the statement.
2. **References:** Provide names, addresses and contact information of three (3) current clients.
3. **Proposed Costs:** Provide your cost on the CLPCCD Proposal Work Sheets below.
4. **Required Forms:** The vendor must fill out all forms in the RFP (listed in the attachments section) and return them with your proposals. Failure of the vendor to provide any information requested in the RFP, may result in rejection for non-responsiveness.

PROPOSAL FORMAT

At a minimum, the Vendor shall perform all testing and inspection, maintenance, repairs and emergency services 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. ~~Provide the yearly cost of services at each campus.~~ **All quantities must be verified by bidders.**

Las Positas College – Inspections will be done the following months: Wet Sprinkler (Quarterly) – March, June, September, and December **Quantities to be verified by bidders**		
DESCRIPTION OF SERVICE PER LOCATION	Inspection Frequency	
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)	Quarterly	23 Risers
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	Annual	23 Risers
Testing to commence in 2019 & 2020 for certain buildings	5-Year	Negotiated in 2019 and 2020

Chabot College – Inspections will be done the following months: Wet Sprinkler (Quarterly) – March, June, September, and December **Quantities to be verified by bidders**		
DESCRIPTION OF SERVICE PER LOCATION	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)	Quarterly	34 Risers
Wet System Test & Inspect (Includes tamper, flow, gate valve, Fire Dept. connection plastic caps, valve trim and main drain valve)	Annual	34 Risers
Testing to commence in 2019 & 2020 for certain buildings	5-Year	Negotiated in 2019 and 2020

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 YEARS (FY) DEFINED AS JULY 1st through JUNE 30th.**

DESCRIPTIONS WITH LOCATIONS	FY 2016-2017 Quote should be for 6 Mos or 2 Test/Inspections March & June Only	FY 2017-2018	FY 2018-2019
Line 1. Quarterly & Annual Testing and Inspection (Las Positas College)	\$	\$	\$
5-Year Testing and Inspection (Las Positas College)			
Line 2. Quarterly & Annual Testing and Inspection (Chabot College)	\$	\$	\$
5-Year Testing and Inspection (Chabot College)			
Line 3. TOTAL: Testing and Inspection	\$	\$	\$

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 2019 and 2020.**

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)

Reference Chart

<p>REFERENCES: 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 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 NO
 If yes, explain.

Have officers or principals of the firm ever had their business license suspended or revoked for any reason? YES NO
 If yes, please explain.

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

This Agreement for _____ services is made by and between _____ (Contractor) and the **Chabot-Las Positas Community College District (District)** as of _____.

1. **TERM:** This Agreement is effective _____ and will continue until _____. The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement with 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.

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 _____, the
(Title) (Bidder Name)
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)