

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

INVITATION FOR BID No. 13-04

BMWNA Workshop Equipment, Building 3400, CHABOT COLLEGE

**Bids Due:
May 21, 2013 at 2:00 P.M.**



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

**Telephone: (925) 485-5287
Fax: (925) 485-5253**

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SECTION A – BACKGROUND AND PURPOSE

Chabot-Las Positas Community College District (District), (CLPCCD), is seeking to purchase new BMW of North America (BMWNA) Workshop Equipment, including all installation and set-up, to provide state-of-the-art equipment for instructors and students at Chabot College.

In January of 2010, Chabot College and BMW of North American entered into an agreement to provide BMW certified training. The training will be provided to Chabot College students wanting to achieve an A.S. Degree in Automotive Technology emphasis in BMW Manufacture Training; and Dealership Technicians needing update training that are currently working in BMW dealerships. The purchasing of this workshop equipment must abide by the requirements that BMWNA has set forth and the Center Operating Requirements Addendum (CORA) standards in order to qualify Chabot College as a certified training center for BMWNA. Therefore, the specified equipment listed shall have no substitution and “or equal” and must quoted as stated in this Invitation for Formal Bid (IFB).

The purpose of this Invitation for Formal Bid (IFB) is to establish a contract with a single vendor to furnish, deliver, install and guarantee the successful operation of all equipment, including all standard warranties.

In this document, CLPCCD is requesting sealed bids and competitive pricing from Certified Distributors. Bidders are encouraged to investigate and provide all possible educational, quantity and other discounts.

SECTION B – NOTICE TO BIDDERS

Notice is hereby given that the Board of Trustees of the Chabot-Las Positas Community College District, State of California, hereby calls for sealed bids to be delivered to the Contract Manager, Purchasing and Warehouse Services Department, 7600 Dublin Blvd., 3rd Floor, Dublin, California 94568 until May 21, 2012 at 2:00 p.m. at which time and place the bids will be opened for BMWNA Workshop Equipment, Building 3400, Chabot College. Faxed or e-mailed bids will not be accepted.

Formal Bids shall be presented in accordance with the specifications for the same, which are on file with the Contract Manager, Purchasing and Warehouse Services Department at the office address listed above.

Inquiries regarding this bid should be directed to the Contract Manager, Purchasing and Warehouse Services Department in writing, via facsimile at (925) 485-5253 or email at vlamica@clpccd.org. Reference Bid No. 13-04 on all inquiries.

The Board of Trustees reserves the right to reject any and all bids or any and all items of such bids. This bid is subject to any and all applicable laws, regulations and standards.

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SECTION C - INSTRUCTIONS TO BIDDERS

1. Bids must be addressed and delivered to the District Office no later than **2:00 PM, PST, May 21, 2012**. Faxed or E-mailed bids will not be accepted. Please plan deliveries accordingly.

Deliver bids to:

Chabot-Las Positas Community College District, District Office
Attn: Victoria L. Lamica, Contract Manager (Bid No 13-04)
7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568

2. **Questions:** Any questions regarding the information contained in this Invitation for Bid must be submitted in writing via facsimile to: Victoria L. Lamica, Contract Manager or via e-mail to: vlamica@clpccd.org, no later than four (4) working days prior to bid opening date on **May 21, 2012**. The last day for submission of questions is **May 14, 2012**.
3. **Preparation of Bids:** No bid will be considered unless submitted on the form(s) furnished. All bids must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections entered adjacent and must be initialed in ink by the person signing the bid. In case of a discrepancy between the unit price and the extension, the unit price will be considered as correct. Bid extensions and totals must be computed where applicable. The bid must be signed in ink by a representative authorized to bind the company.
4. **Bid Submittal:** Failure to meet the deadline will result in disqualification of the bid. Any submittals will be returned unopened and without review. All bids shall be submitted in sealed envelopes clearly marked on the outside **Bid No. 13-04 BMWNA Workshop Equipment, Building 3400 - Chabot College**. Faxed Bids or bids sent via electronic mail **will not** be accepted.
5. **Documents Accompanying Bid:** The Bidder must submit with the bid the following:
(a) Bid Form; (b) Non-Collusion Affidavit; and acknowledgement of all Addenda issued.
6. **Bid Withdrawal:** A bidder may withdraw a bid before the designated time and date for opening of the bids, by submitting a written request to the Contract Manager, Purchasing and Warehouse Services, identifying the reason(s) for the desired bid withdrawal.
7. **Compliance with Specifications:** All products furnished under this bid shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. If a bidder fails to meet the specifications of the accepted bid, the District may at its option annul and set aside the contract entered into with the bidder, either in

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whole or in part, and enter into a new contract in accordance with law for furnishing such article so agreed to be furnished. Items not meeting the specifications of the quoted contract will be rejected. Items that are not in good condition or, in any manner not meeting the specifications shall be rejected. It is the responsibility of the bidder to provide quoted items in a timely manner. Failure to do so may require the District to purchase the items from any available source. The difference between the quoted price and the amount paid will be charged to the bidder.

8. **Responsive Bid/Responsible Bidder:** A “responsive bid” is a bid, which meets all the terms, conditions and specifications of the Invitation for Bid. A “responsible bidder” is a bidder who has the financial resources, personnel, facilities, integrity, and overall capability to complete the contract successfully. In order to be determined as a responsible bidder, submitting a responsive bid, bidders must comply with all requirements in all sections of this bid.

9. **Price Quote Offered:** The District has access to any public agency master contract or public group purchasing organization (GPO) or piggyback contract for the same products listed in this IFB. This may include but is not limited to the following:
 - CAL-SAVE
 - State of California, CMAS
 - WSCA
 - US Communities
 - E&I Cooperative
 - CSU Chancellor’s Office
 - Foundation for California Community Colleges (FCCC)
 - NPP National Purchasing Partners, or others

10. **Pricing:** Pricing will be reviewed to determine the low bidder. The pricing submitted shall be firm. Prices quoted shall be **F.O.B. Destination**. Prices shall be all inclusive, except for tax. Do not include tax in the unit or total prices. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the vendor and included in the bid price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.

11. **Basis of Award:** The District will award the bid to the lowest responsive and responsible bidder, or bidders whose bid meets specifications. The District reserves the right, at its sole discretion, to accept or reject any and all bids and to waive informalities or irregularities when it is in the District’s best interest to do so.

12. **Delivery Addresses:** Chabot College, Bldg 3400, Attn: Mike Sherburne, BMW Training Coordinator, 25555 Hesperian Blvd, Hayward, CA 94545.

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13. **Purchase Order and Delivery**: The successful bidder shall not deliver products without a District purchase order, signed by an authorized representative of the District. Any special information concerning delivery should be included, on a separate sheet, if necessary. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Non-conformance shall constitute a breach, which must be rectified prior to the expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by the District.

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SECTION D - BID & SIGNATURE FORM

CLPCCD requests prices for each of the items described in this Bid Form. Bid only manufacturer and model numbers listed. There will be no substitution and “or equal” accepted.

Bidder Name: _____

Qty	Unit	Item Description	Unit Price	Extension
1	LT	Hunter Engineering Company		
1	EA	Hunter/BMW Alignment Machine, #KSD-R6L		
4	EA	Self-Centering Wheel Adaptor, #175-325-1, (4 required)		
1	EA	Icon Cordless Remote Indicator, #30-421-1 – Note this requires XF2 Pod Kit		
1	EA	XF2 Pod Kit for Plus Cordless Remote Indicator, #20-2072-1		
1	EA	BMW Scissor Rack (Alignment Rack), #RXBMWFT-IS		
1	EA	Alignment Rack Lighting Kit (4 light kit), #20-27-173-1		
1	EA	Auto34 Tire Changer, #TCA34WBMW		
1	EA	Flange Plate Kit, #RP6-G1000A87		
1	EA	Road Force Touch Balancer, #RFT13BMW		
1	EA	BMW Low Taper Two-Step Cone, #192-165-2		
1	EA	BMW Mounting Kit, #20-2783-2		
		Installation, On-Site Training by a Hunter Technical Representative, or Shipping Charges if applicable		
			TOTAL	\$

Delivery Schedule: _____ **Business Days A.R.O.**

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SECTION D - BID & SIGNATURE FORM
ITEM DESCRIPTION SPECIFICATIONS

KDS-R6L (Mfr. sug. price: 38,556.00)

WA445BMW and HS421LCBMW. Please see form 700BMW for additional information and ordering requirements.



175-325-1 (Mfr. sug. price: 298.00) 4 @ 245.00

Self-Centering Wheel Adaptor - For DSP600, HS401, HS400 and HS200 Sensors. Adaptor is not compatible with DSP400 or horseshoe style storage brackets. Requires 20-1770-1 Storage Brackets (Not Included) Clamping range - 10"- 24.5" (4 required)



30-421-1 (Mfr. sug. price: 1,550.00)

Icon Cordless Remote Indicator - New style cordless remote indicator for 611 with USB support, Series 811, PA, and WA Aligners. Requires XF2 Pod Kit, 20-2072-1. XF2 Pod shipped standard with DSP500 Cordless Sensors after 6-27-06.



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ITEM DESCRIPTION SPECIFICATIONS

20-2072-1 (Mfr. sug. price: 315.00)

XF2 Pod Kit - XF pod for Plus Cordless Remote Indicator, 30-418-1-1 and Icon Cordless Remote Indicator, 30-421-1. XF2 Pod shipped standard with DSP500 Cordless Sensors after 6-27-06 and is not compatible with DSP500 Cordless Sensors built before 6-27-06.



RXBMWFT-IS (Mfr. sug. price: 43,650.00)

BMW Scissor Rack, FIA, Inflation Station, PowerSlide, 9,900lb capacity, 142" 2WA WB, (2) 6,000lbs jacks, PowerSlide low friction turnplates.



20-2173-1 (Mfr. sug. price: 1,500.00)

Alignment Rack Lighting Kit - (4 light kit) Lighting turns on and off automatically as rack is raised or lowered. (For scissor lifts with closed power unit consoles produced after 11-4-07)



TCA34WBMW (Mfr. sug. price: 24,393.00)

Auto34 tire changer. 10-30in capability expandable to 34in, Automated toolhead for lever free operation. Variable speed high-torque 220V motor, Bead Press arm, simple 3 button control. Includes BMW specific adaptor RP6-G1000A94. Wheel lift plus mirror.



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ITEM DESCRIPTION SPECIFICATIONS

RP6-G1000A87 (Mfr. sug. price: 875.00)

Flange Plate Kit - For reverse wheel and top down clamping. Suitable for TCA34, TCA28, TC3700 and TC3300. Includes shaft extensions.



RFT13BMW (Mfr. sug. price: 20,887.00)

Road Force Touch Balancer-Includes Road Force, StraightTrak, touch screen interface, SmartWeight, eCal auto calibration, auto-open hood, TPMS Specs, inflation station, 10 collets, wheel lift, printer, TDC laser. Flange plates sold separately. BMW black.



192-165-2

BMW Low Taper Two-Step Cone - 2.783-inch (71mm) to 2.913-inch (74mm) and 2.200-inch (56mm) to 2.279-inch (58mm).



20-2783-2 (Mfr. sug. price: 1,000.00)

Mounting Kit-BMW mounting kit includes: 66.6mm collet (192-229-2), 56-57mm, 72.5mm collet (192-228-2), 100mm studs (175-438-2), 4x100, 5x120mm flange plate (175-437-2), 5x112, 5x120mm flange plate (75-436-2)



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BID SIGNATURE FORM

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees (the "District"), 5020 Franklin Drive, Pleasanton, California 94588.

FROM:

(Firm Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone and Facsimile)

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

1. Bid.

1.1 Bid Amounts. The undersigned Bidder proposes and agrees to provide the equipment, materials, services and related documentation required for the bid described as: BMWNA Workshop Equipment, Building 3400, Chabot College, Bid No. 13-04, in the amounts listed on the Bid Form. The bid amount is exclusive of any State of California or local sales or use. The Bidder confirms that it has checked all of the figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid.

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

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

2. Documents Accompanying Bid. The Bidder has submitted with this Bid the following: (a) Bid Form; (b) Non-Collusion Affidavit. The Bidder acknowledges

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that if this Bid 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 Bid may be rejected as non-responsive.

3. **Award of Contract.** It is the intent of the District to issue a Purchase Order. It is expected that the successful bidder will meet all requirements of this bid and the purchase order.

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

By: _____
(Authorized Signature)

(Typed or Printed Name)

(END OF BID SIGNATURE FORM)

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SECTION E - STANDARD PURCHASE ORDER TERMS AND CONDITIONS

Chabot Las Positas Community College District
Purchase Order Terms & Conditions
For Purchase Order # _____

This Agreement is made by and between _____ (“Seller”) and the Chabot-Las Positas Community College District (District) as of _____, 2013 for the purchase of BMWNA Workshop Equipment, Building 3400 for Chabot College as follows:

1. **Entire Agreement:** The following terms and conditions, together with such terms as are set forth in this Purchase Order ("Order"), such plans, specifications or other documents as are incorporated by reference in the Purchase Order, and any amendments in any subsequent authorized writing from District, shall constitute the entire contract between the District and Seller and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. If performance specifications, technical product descriptions or other similar descriptive materials submitted by Seller in connection with the Order have been incorporated by reference in the Purchase Order these shall not be deemed to supersede any contrary requirements of District, but to the extent that such materials are not inconsistent with District's requirements, they shall constitute a part of the basis of this agreement.
2. **Payment:** Payment terms are as set forth in the Purchase Order. . If no terms are specified, the net amount shall be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming with the terms of this Order or (ii) invoicing. Except as otherwise provided in the Purchase Order the price includes all applicable Federal, State and local taxes and duties. All Federal, State and local taxes and duties shall be separately itemized on any invoices. Seller assigns to District all rights to refunds of sales and use taxes paid in connection with this Order and agrees to co-operate with District in the processing of any refund claims.
3. **Changes:** District may make changes to this Order, including drawings and specifications for specially manufactured goods and place of delivery, by giving written notice to Seller. If such changes affect the cost of or the time required for performance of this Order, an equitable adjustment in the price or date of delivery or both shall be made. No change by Seller is allowed without written approval of District. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Article excuses Seller from delivering the goods and services described in this Order. Except as otherwise provided herein, no other supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
4. **Time:** If delivery or completion dates cannot be met, Seller shall inform District immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Order unless District modifies this Order in writing. If any item is not received or if any element of the work is not completed by the date specified, the District, at District's option and without prior notice to Seller may either approve a revised date or may cancel this Order and may obtain such goods or work elsewhere and in either event the Seller shall be liable to the District for any resulting loss incurred by the District. Seller's sole remedy for a delay caused by District shall be an extension in the time for Seller's performance equal to the duration of District's delay. Seller shall not be liable for damages resulting from Seller's failure to deliver or complete, or for delays in delivery or completion occasioned by strikes, lock-outs, fires, war or acts of God. **TIMING OF DELIVERY AND/OR PERFORMANCE OF THE WORK IS OF THE ESSENCE OF THIS ORDER.**
5. **Improper Performance:** In addition to other remedies provided by law, District reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Order if Seller fails to deliver all or any part of the goods or perform any of the work in accordance with the terms and conditions of

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this Order. Acceptance of any part of the Order shall not bind the District to accept any future shipments or work nor deprive it of the right to return goods already accepted. At District's option, all disputes arising in connection with this Order shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, except that each party shall have the discovery rights established by the California Code of Civil Procedure.

6. **Cancellations:** The District may cancel this Order in whole or in part, for no cause, upon written or fax notice to the Seller, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this Order.

In addition, the District may cancel this Order in whole or in part at any time for cause by written or fax notice to the Seller, effective when sent, in the event that Seller: (a) fails to comply with any term or condition of this Order including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Order to a third party without the District's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies, which the District may have in law or in equity, the District may also cancel this order or any outstanding deliveries hereunder by notifying Seller in writing of such cancellation. Seller shall thereupon transfer title and deliver to the District such work in progress or completed material as may be requested by the District. The District shall have no liability to Seller beyond payment of any balance owing for materials purchased hereunder and delivered to and accepted by the District prior to the Seller's receipt of the notice of termination, and for work in progress requested for delivery to the District.

7. **Rescheduling:** The District may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the Order defer delivery on any or every item under said Order by giving oral notice to the Seller (confirmed in writing within ten (10) working days) of any necessary rescheduling.

8. **Warranty:** The goods and services furnished shall be exactly as specified in the Order, and shall be free from all defects in design, workmanship and materials. The goods and services are subject to inspection and test by the District at any time and place. If the goods and services furnished are found to be defective, the District may reject them, or require Seller to correct them without charge, or require a reduction in price, which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by the District, the District may terminate this Order in whole or in part. Seller bears all risks as to rejected goods and services. Seller shall reimburse the District for all transportation costs, other related costs incurred, and overpayments in respect of the neglected goods and services. These express warranties shall not be waived by reason of acceptance or payment by the District. This Order incorporates by reference all terms of the Uniform Commercial Code as adopted in the State of California providing any protection to the District, including but not limited to all warranty protection (express or implied) and all of the District's remedies under the UCC. All goods and work shall also be subject to any stricter warranties specified in the Data Sheet or in other materials incorporated by reference.

9. **Risk of Loss:** Unless the Order expressly states otherwise, all goods shall be shipped FOB the "Ship to" location designated in the Purchase Order. Risk of loss shall not pass to District until goods called for in this Order actually have been received and accepted by the District at the destination specified herein. Seller assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if District has agreed to pay freight, express or other transportation changes.

10. **Electronic/Facsimile Transmission:** If this Order is transmitted by telecopier or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to the Seller, but only if the Transmit Terminal Identification on the Purchase Order correctly includes the notation "Chabot-Las Positas Community College District," "Chabot Community College," or "Las Positas Community College".

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11. **Hold Harmless**: From and after the date of this Order, the Seller agrees to indemnify, defend and hold harmless the District from any and all claims, regardless of by whom such claim or claims may be asserted, for personal injury or property damage or otherwise that may result directly or indirectly from the use, possession or ownership of the goods or from the services provided by Seller pursuant to this Order.
12. **Assignment/Subcontracting**: Neither party shall have any right to assign this Order or any benefits arising from this Order without prior written consent of the other and, unless otherwise agreed upon in writing, the rights of any assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Seller shall not, except in the case of raw materials (including castings, forgings, and rough welded structures) or standard commercial goods or except as otherwise agreed in writing by the District, delegate or subcontract the work on any item of material or service to be delivered or performed under this Order.
13. **Shipping, Packaging and Labeling**: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the District's packaging specification. The Seller shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of the Seller and the District. An itemized packing list must accompany each shipment. Each packing slip shall include; this Order number, quantity, item description, order date, shipping date and delivery address, but shall not include pricing information.
14. **Notification of Hazardous Products**: The Seller hereby agrees to notify the District of any inherent hazard related to any materials or goods being purchased herein that would expose the hazard during handling, transportation, storage, use, resale, disposal or scrap. Said notice shall be sent to the District's Director of Purchasing and shall specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by the District or others and any additional information that the District should reasonably expect to know to protect its interest.

All shipments of hazardous materials under this Order shall comply with current U.S. Department of Transportation (DOT) regulations as published in 49 CFR 100-199, and the labeling shall meet the current U. S. Occupational Safety and Health Administration (OSHA) regulations as published in 29 CFR 1910. 1200, for the transporting and labeling of hazardous materials. Material Safety Data Sheets (MSDS) shall be supplied with the first shipment of all hazardous materials, and these sheets shall be resubmitted if any changes or updates, as required, are made.
15. **Work On-Site**: The following additional conditions will apply if work is to be performed by the Seller at any of District's locations.
 - a. All persons furnished by Seller shall be deemed Seller's employees or agents and Seller shall comply with all applicable statutes regarding worker's compensation, employer's liability, unemployment compensation, and/or old age benefits and all other applicable laws relating to or affecting the employment of labor.
 - b. Seller shall indemnify, hold harmless and defend District from any and all claims and liabilities for injuries or death and also for any and all claims and liabilities arising out of loss or damage to property, caused by or resulting from the performance of the work covered hereby.
 - c. Seller shall at all times during the term of this Agreement, or any extension thereof, maintain comprehensive general liability insurance coverage in the amount of \$1,000,000 per occurrence and in the aggregate for all claims made during any one policy year. Seller shall, upon request of the District, provide proof that the services provided are covered under its policy and that the District is named or fully covered as an additional insured.
 - d. Seller agrees to comply fully with all provisions of all applicable workers' compensation insurance

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laws, and shall procure and maintain in full force and affect 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 Seller performing this Agreement files a worker's compensation claim against the District, Seller agrees to defend and hold the District harmless from such claim.

- e. The work shall be performed in a first class and workmanlike manner by qualified and efficient workers who shall not cause labor conflicts with any workers employed by the District or others working at District's facilities. The work shall be performed in strict conformity with the strictest quality standards mandated and/or recommended by all generally recognized organizations establishing quality standards for work of the type to be performed hereunder. Seller shall be solely responsible for controlling the manner and means by which it and its employees perform labor and services and it shall observe, abide by and perform all of its obligations in accordance with all legal requirements. Without limiting the foregoing, Seller shall control the manner and means of the labor and services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated, as part of this Order shall govern.
 - f. Seller is responsible for securing all applicable licenses and permits and compliance therewith and the price shall be deemed to include the cost of these items.
 - g. The site shall be kept free of waste and, on completion, left "broom clean." In case of dispute District may remove waste at Seller's expense.
 - h. If requested, Seller shall furnish satisfactory evidence of the kind, quality and quantity of labor and materials used or to be used.
 - i. The Seller, for itself and for all subcontractors and material men, agrees that no mechanic's lien or other claim shall be filed or maintained by the Contractor or by any subcontractor, material man, laborer or any other person, whatsoever, for or on account of any work done or materials furnished under this Order. This agreement shall be an independent contract and the Seller shall execute and deliver to District a separate Waiver of Liens (in form and substance satisfactory to the District).
 - j. In every subcontract entered into by the Seller after the execution and delivery of this Order or in connection herewith, the Seller shall incorporate a provision, similar to the foregoing paragraph, to the effect that neither the subcontractor nor any party acting through or under him shall file or maintain any mechanic's lien or other claim against the District in connection with the work to be performed hereunder.
16. **Non-Discrimination in Employment:** In connection with the performance of work under this Order, the Seller 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. In the event of the Seller's non-compliance with the non-discrimination clauses of this Order or with any of the said rules, regulations, or orders, this Order may be cancelled, terminated or suspended in whole or in part and the Seller may be declared ineligible for further District contracts as provided by law.
17. **Compliance with Laws and Regulations:** The Seller represents and warrants to District that Seller and its employees, agents, and any subcontractors have filed all certifications and have obtained all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required in connection with this Order.

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CHABOT COLLEGE**

18. **Waiver**: 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.
19. **Termination for Convenience**: District may terminate this Order at any time without incurring liability to Seller for lost profits or any other costs other than the value of conforming work completed on site or goods delivered.
20. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
21. **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.
22. **No Third Party Beneficiaries**: Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
23. **Attorney's 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.
24. **Captions**: The 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.
25. **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.
26. **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.

(End of Section)

**INVITATION FOR BID 13-04
BMWNA Workshop Equipment, Building 3400,
CHABOT COLLEGE**

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

The _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

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

Executed this _____ day of _____, 2013 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)