

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

INVITATION TO BID (IFB) No.: 22/23-09

**INSTRUCTIONAL EQUIPMENT
LAS POSITAS COLLEGE**



IFB Due:

MARCH 28, 2023 at 2:00 pm

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

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1. INVITATION TO BID

The Board of Trustees of the Chabot-Las Positas Community College District, Dublin, California through the Office of Purchasing is, hereby requesting sealed bids for Instructional Equipment.

The successful Contractor will be required to furnish all labor, material, equipment, and supplies and deliver to Las Positas College, 3000 Campus Drive, Livermore, CA 94551 ATTN: Warehouse

2. 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.

3. BID SCHEDULE

The following is the schedule of this IFB:

The District reserves the right to alter or amend the timetable below as required to conclude the process to the District's satisfaction.

Event	Date
Schedule Publication Dates	3/8/2023; 3/14/2023
Bid Due Date	3/28/2023
Deadline for Submission of Request for Information	3/20/2023
Addenda Issuance	3/24/2023
Issuance of Award to the lowest responsive bidder	TBD

4. HOW TO OBTAIN BID DOCUMENTS

Copies of the Bid documents may be obtained at:

1. Chabot Las Positas Community College District
Purchasing Department
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568
Phone: (925) 485-5233
2. Office Hours: 8 A.M. to 4 P.M.
3. By visiting our website at: www.clpccd.org

A. Bid Submittal

- a. All Bids must be submitted by mail to the following address, no later than 2:00 p.m. on March 28, 2023

Marie Hampton, Purchasing & Warehouse Services Manager
Chabot-Las Positas Community College District
7600 Dublin Blvd. 3rd Floor
Dublin, CA 94568

- b. Proposal must be submitted in a sealed envelope including two (2) original hard copies *and* a complete electronic copy on a flash drive in Microsoft Word or PDF format. The total volume of the bid may be no longer than ten (8), 8 ½ X 11 pages (single or double sided). **The face of the sealed envelope shall be clearly marked “INSTRUCTIONAL EQUIPMENT IFB# 22/23-09”**

B. IFB Format

- a. Cover Page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the Bid. Such person(s) must be authorized to make representations on behalf of the Respondent.
- b. Table of Contents – List the sections in Respondent’s Bid and their corresponding page numbers.
- c. Organizational Structure - Describe your firm’s organizational structure. Supply the name or names of the individuals who will be working with the District, the roles and locations of each individual.
- d. References - A list of three references relevant to this IFB which includes the name of the company and contact information.
- e. Pricing – Please reflect any discount pricing and/or reference any piggyback or statewide contract (including the number) associated with your pricing. Describe what (all) is included in the total cost (i.e., installation, delivery, etc)
- f. Non-Collusion Affidavit (Attachment 1) – By submittal and signing the response, the Responder is certifying that the response document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the Responder has not induced or solicited others to submit a sham offer, or to refrain from responding.

C. IFB Process

- a. No other collateral or reference materials should be submitted.
- b. This Invitation for Bid does not commit the District to award a contract or to pay any costs incurred in the preparation of a response to this request.
- c. Cancellation/Amendments

The District reserves the right to cancel or amend this IFB by issuance of written addenda. If addenda to this IFB are issued, respondents must acknowledge receipt of addenda in their IFB responses and IFB responses must address materials/requirements relating to this IFB as described in addenda issued by the

District. Failure to acknowledge and respond to any addenda issued by the District may render the Respondent's IFB submittal to be deemed Non-Responsive and it may be rejected.

d. Questions

Any questions or clarifications pertaining to this IFB by the Respondents will be considered by the District only if submitted in writing to Marie Hampton, Purchasing & Warehouse Services Manager by email at mhampton@clpccd.org no later than 4:00 P.M. on March 20, 2023. Respondents may not rely upon any verbal response to respondent's questions or requests for clarification. All questions will be responded to in the form of an Addendum and will be emailed to the qualified proposers by March 24, 2023.

e. Rejection of Bid

The District will reject summarily as Non-Responsive any IFB response which is submitted after the date/time set forth above or which is considered by the District in sole and absolute discretion as Non-Responsive to material requirements of the IFB.

f. Bid is District Property

Public Records Act: By submittal and signing the response, responses to this bid will become the exclusive property of the District. All materials submitted will not be returned. At the time a vendor/firm is hired and the decision is made public, all documents shall be considered public records. Exceptions to this policy will be those elements in each response that are defined by your firm as business or trade secrets and marked "proprietary" "trade secret" or "Confidential". The District shall not be held responsible for the disclosure of any business or trade secrets that are not clearly identified.

g. Compliance with Laws and Regulations

The Responder shall comply with federal, state and local laws, regulations, and industry standards. The proposer shall also comply with the Drug-Free Workplace Act requirements of the California Government Code Section 8350 et seq.

5. ELECTION PROCESS

The District retains the sole discretion to determine issues of compliance and to determine whether a submittal is responsive.

AWARD PROCESS

- A. As the basis of award the District intends to utilize the determination of the "lowest most responsive quote". There is no guarantee expressed or implied that the District will provide work to all or any of the Respondents that submit a response to this IFB.
- B. District staff will notify the successful Respondent of the intention to enter into a successful agreement.
- C. This IFB is not binding on the District. Formal award of any Agreement will only be affected after the District's Board of Trustees has formally approved of such award. The District reserves the right to waive minor irregularities in the solicitation process. The District may award one or more Contract(s), or no Contract, as a result of this solicitation.

6. CONTRACT

- A. The District reserves the right to enter into one contract, or award multiple contracts, for this work or related work.

B. If contractual agreement cannot be reached with the apparent successful bidder the District may cancel the award and negotiate with the next lowest responsive bidder.

*****END PAGE*****

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT:

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 _____, 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)

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EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement (the "**Agreement**") is made this ___ day of _____ (the "**Effective Date**"), by and between _____ a _____ whose address is _____ ("**Seller**") and Chabot Las-Positas Community College District who address is 7600 Dublin Blvd, 3rd Floor, Dublin, CA 94568

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

1.

Purchase and Sale of Equipment. Seller shall sell, transfer, convey, assign, and deliver to Chabot-Las Positas Community College District, and Chabot-Las Positas Community College District shall purchase, accept, and pay for all right, title, and interest in and to the tangible machinery and equipment set forth on Schedule 1 hereto (the "**Equipment**"), and Chabot-Las Positas Community College District shall pay Seller, by wire transfer or check _____ (\$ _____) (the "**Purchase Price**").

2.

Closing. The closing (the "**Closing**") and consummation of the transactions contemplated by this Agreement, shall take place by email of the documents on (Date) _____ and delivery of the original documents via FedEx or UPS the next business day, or such other date as the parties may mutually determine. "**Closing Date**" means the date of the exchange of documents via facsimile or email.

3.

Representations and Warranties of Seller. Seller represents and warrants to Chabot-Las Positas Community College District that the statements contained in this Section 3 are true, correct and complete as of the Effective Date and will be true, correct and complete as of the Closing Date.

3.1

Organization of the Chabot-Las Positas Community College District and Authorization of Transaction. The Seller is a _____ corporation, duly organized and in good standing in the State of ----- Seller has full power and authority, including full corporate power and authority, to execute and deliver this Agreement and to perform and consummate, its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions. The Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any person(s), or government or governmental agency in order to consummate the transactions contemplated by this Agreement.

3.2

Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, immediately or with the passage of time: (A) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any of the Seller or the Equipment is subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party

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the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of the Equipment is subject.

3.3

Consents. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Seller of the transactions contemplated by this Agreement.

3.4

Title to Equipment. Seller has good and marketable title to the Equipment, free and clear of all security interests, liens and encumbrances. Other than as expressly set forth herein, the Equipment is being sold "as-is" "where-is" with no representations or warranties of any kind.

3.5

Litigation. Neither Seller or the Equipment, in whole or in part: (A) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge that would limit, restrict or prevent consummation of the transactions contemplated hereby; or (B) is a party or the subject of, or is, to the knowledge of Seller's president, threatened to be made a party to, or the subject of, any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator that would, if determined adversely to Seller: (1) limit, restrict or prevent consummation of the transactions contemplated hereby; or (2) cause any representation or warranty of Seller herein to be not true.

3.6

Brokers' Fees. Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Chabot-Las Positas Community College District could become liable or obligated or for which a lien or encumbrance could be placed on the Equipment.

3.7

Disclosure. The representations and warranties contained in this Section 3 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements contained in this Section 3 not misleading.

4.

Representations and Warranties of Chabot-Las Positas Community College District. Chabot-Las Positas Community College District represents and warrants to Seller that the statements contained in this Section 4 are true, correct and complete as of the Effective Date and will be true, correct and complete as of the Closing Date.

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4.1

Organization of the Seller / Authorization of Transaction. The Chabot-Las Positas Community College District is a California Higher Education entity, duly organized and in good standing in the State of California. The Chabot-Las Positas Community College District Board of Trustees has full power and authority, to execute and deliver this Agreement and to perform and consummate, its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Chabot-Las Positas Community College District, enforceable in accordance with its terms and conditions. The Chabot-Las Positas Community College District need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any person(s), or government or governmental agency in order to consummate the transactions contemplated by this Agreement.

4.2

Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, immediately or with the passage of time: (A) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Chabot-Las Positas Community College District is subject; or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Chabot-Las Positas Community College District is a party or by which it is bound.

4.3

Consents. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Chabot-Las Positas Community College District of the transactions contemplated by this Agreement.

4.4

Litigation.

The Chabot-Las Positas Community College District nor its Board of Trustees is not: (A) subject to any outstanding injunction, judgment, order, decree, ruling, or charge that would limit, restrict or prevent consummation of the transactions contemplated hereby; or (B) a party, or, to the knowledge of Chabot-Las Positas Community College District's officers, threatened to be made a party, to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator that would, if determined adversely to Chabot-Las Positas Community College District: (1) limit, restrict or prevent consummation of the transactions contemplated hereby; or (2) cause any representation or warranty of Seller herein to be not true.

4.5

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Brokers' Fees. Chabot-Las Positas Community College District has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.

4.6

Disclosure. The representations and warranties contained in this Section 4 do not contain any untrue statement of a fact or omit to state any fact necessary in order to make the statements and information contained in this Section 4 not misleading.

5.

Pre-Award. Each of the parties will use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement.

6.

Post-Award. In case at any time after the Award to Seller any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party may request, at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefore under Section 10 below). Without limiting the foregoing, Seller shall from time to time at the request of Chabot-Las Positas Community College District and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered hereunder, and will take such other actions as Chabot-Las Positas Community College District may request from time to time, to more effectively transfer, convey, and assign to and vest in Chabot-Las Positas Community College District, and to put Chabot-Las Positas Community College District in possession of, all or any portion of the Equipment.

if it executes a writing so stating at or prior to the Closing.

7.

Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions to be performed by it in connection with the award to Seller is subject to satisfaction of the following conditions: (A) the representations and warranties of Chabot-Las Positas Community College District set forth in Section 3 shall be true and correct in all material respects at and as of the Closing Date; (B) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would: (1) prevent consummation of any of the transactions contemplated by this Agreement, (2) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (3) make any of the representations or warranties set forth in Section 3, not true or not correct; and (C) all actions to be taken by Chabot-Las Positas Community College District in connection with consummation of the

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transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Seller. Seller may waive any condition specified in this Section 7 if it executes a writing so stating at or prior to the Award.

8.

Items to be Delivered. At the time of delivery: (A) Seller shall: (1) deliver to Chabot-Las Positas Community College District a detailed invoice which shall convey each line item as noted in Exhibit A (Bid Worksheet).

9.

Termination. The parties may terminate this Agreement as set forth in this Section.

9.1

Chabot-Las Positas Community College District Termination Generally. Chabot-Las Positas Community College District may terminate this Agreement by giving written notice to Seller at any time in the event Seller has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Chabot-Las Positas Community College District has provided Seller with three (3) business days written notice of the such breach and Seller has not cured such stated breach within the notice period; or (B) if the Closing shall not have occurred by reason of the failure of any condition precedent under Section 7 (unless the failure results primarily from the Chabot-Las Positas Community College District itself or Chabot-Las Positas Community College District's Board of Trustees breaching any representation, warranty, or covenant contained in this Agreement).

9.2

Seller Termination Generally. Seller may terminate this Agreement by giving written notice to the Chabot-Las Positas Community College District within three (3) days after award. In the event the Chabot-Las Positas Community College District has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Seller has provided Chabot-Las Positas Community College District with three (3) business days written notice of the such breach and Chabot-Las Positas Community College District has not cured such stated breach within the notice period (unless the failure results primarily from Seller itself breaching any representation, warranty or covenant contained in this Agreement).

10.

Indemnification.

Seller shall indemnify and hold Chabot-Las Positas Community College District harmless from any and all losses, claims, liabilities, damages, obligations, liens, encumbrances, costs and expenses, including reasonable attorney fees, pretrial, trial and appellate, and court costs (collectively being "**Damages**"), that are suffered or incurred by Chabot-Las Positas Community College District or the Equipment, in whole or in part, from time to time, and arise as a result of any breach of the covenants, warranties or representations of this Agreement or the Bill of Sale by Seller.

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11.

No Third-party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

12.

Entire Agreement, Waiver and Modification. This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein. No purported waiver by any party of any default by another party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by the party to be charged.

13.

Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given at the earlier of: (A) actual delivery, when delivered in person; (B) the next business day following a complete successful email to the appropriate number first set forth above; (C) the next business day if sent via overnight express courier (e.g., FedEx) to the party's address first set forth above; or (D) three (3) business days after being sent by certified United States mail, return receipt requested, postage prepaid, to the party's address first set forth above. Either party may change its address for notices or facsimile phone number in the manner set forth herein.

14.

Captions. The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of this Agreement.

15.

Applicable Law, Venue and Jurisdiction. This Agreement shall be construed and governed under and by the laws of the State of California for contracts entered and to be performed within California. The parties agree that, except for unaffiliated third party actions, exclusive venue for any legal action authorized hereunder shall be in Alameda County, California.

17.

Attorney's Fees. In the event any litigation, mediation, arbitration, or controversy between the parties hereto arises out of or relates to this Agreement, the prevailing party in such litigation, mediation, arbitration or controversy shall be entitled to recover from the other party all reasonable attorneys' fees, expenses and suit costs, including

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those associated with any appellate proceedings or any post-judgment collection

Sent: Thursday, January 26, 2023 1:12 PM

To: Ann-Marie Fisher <amfisher@clpccd.org>

Cc: Bruce Griffin <bgriffin@clpccd.org>

Subject: Fw: [EXTERNAL] Credit Card Authorization Form Received

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Seller: _____

Chabot-Las Positas Community College District:

President

Jonah Nicholas, Vice-Chancellor of Business Services

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