

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

**500 Court Street
Martinez, California 94553**



REQUEST FOR BID

This is not an Order

BID CATEGORY

4CD-90 CCC Science Lab Equipment RFB

BACKGROUND/SCOPE OF PROJECT

The Contra Costa Community College District (District) seeks a highly qualified vendor to furnish an ultra high performance liquid chromatography system with a mass spectrometer.

INSTRUCTIONS TO BIDDERS

Submit your signed bid in a sealed envelope addressed to the Purchasing Department, 500 Court Street, Martinez, California 94553, with "4CD-90 RFB" written on the outside. Your bid must be delivered **before 2:00 PM (PDT), October 14, 2021**. Information concerning this bid may be obtained from the Purchasing Department by email, jcook@4cd.edu.

CAMPUS LOCATION

Contra Costa College
2600 Mission Bell Drive
San Pablo, CA 94806

Firm Name: _____

SECTION I: INSTRUCTION TO BIDDERS

1. **PREPARATION OF BID:** No bids will be considered unless submitted on forms furnished. All bids must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections entered adjacent and must be initialed in ink by person signing bid. Bid on each item and each part of each item separately and not in combination with other items, unless otherwise specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered as correct. Bids on which the extensions have not been computed may be rejected. Bidders shall put firm's name on each page.
2. **COST OF PREPARATION:** The District is not liable for any costs incurred by vendors before entering into a formal contract.
3. **PUBLIC INFORMATION:** Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of vendors.
4. **QUESTIONS:** All questions must be in writing and sent to John Cook, Senior Buyer, by email to jcook@4cd.edu. The last day to submit questions is **September 28, 2021 by 2:00 PM (PDT)**.
5. **SUBMISSION OF BID:** Each bid must be in a **sealed envelope** with bid number and name of bidder on outside, and must be addressed to **John Cook** of the Contra Costa Community College District Purchasing Department, 500 Court Street, Martinez, California 94553, **before 2:00 PM (PDT), October 14, 2021**.

Please submit one (1) hardcopy of your bid with one (1) electronic copy on a flash drive. The electronic copy must be one (1) file. Please include the catalog/brochure of the ultra high performance liquid chromatography system with mass spectrometer in your hardcopy or electronic copy on a flash drive.

A faxed bid will not be accepted. Only mailed or hand-delivered, signed bids will be considered. The bid must be in the possession of the District's Purchasing Department before 2:00 p.m. PDT on the closing date. Late bids will not be accepted and will be returned to the vendor. The District will not be responsible for late delivery by U.S. mail or any other means. Bids will NOT be opened at that time.

6. **SPECIFICATIONS:** If bidding on other than the make, model or brand specified, the manufacturer's name and the catalog number must be given in the column provided and a sample or catalog description must be submitted at bid opening. Bids which do not comply, may not be considered. If a catalog number is contrary to description, the description is to be considered as correct. All items to be furnished shall be new, unused and or the latest model manufactured, delivered, assembled and ready to use unless otherwise specified. The brand and catalog numbers specified are used as a Basis of Design for the project infrastructure coordination. Consideration will be given to bids offering equipment that is equivalent in design, dimensions, materials, finish and utility. In respect to equivalence, the decision of the Governing Board shall be final.
7. **COMPLIANCE WITH SPECIFICATIONS:** All articles furnished shall be subject to inspection and rejection by the representatives of the Governing Board for defects or non-compliance with the specifications. When any bidder shall deliver any article which does not conform to the specification of the accepted bid, the Governing Board may at its option, annul and set aside the contract entered into with the bidder, either in whole or in part, and enter into a new contract in accordance with law for furnishing such article so agreed to be furnished.
8. **ADDENDA/AMENDMENTS ACKNOWLEDGMENT:** The District, at its sole discretion, may issue amendments / addenda to this RFB at any time prior to the time set for receipt of proposals. Each vendor shall acknowledge receipt of the addendum by **writing it in the appropriate space in EXHIBIT D: Signature Page**. Failure to so acknowledge may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFB or as part of the final

9. **TAXES:** Do not include States Sales or Use Tax on bid. Any tax applicable will be added to any award made. Do not include Federal Excise Tax. District is exempt from Federal Excise Tax and will furnish Tax Exemption Certificate on request. Appropriate sales and use tax shall be added to the purchase order.
10. **VERIFICATION OF BID:** Bids should be verified before submission as they cannot be withdrawn or concerted after being opened. The Governing Board will not be responsible for errors or omissions on the part of bidders in making up their bids.
11. **ACCEPTANCE:** Bids are subject to acceptance at any time within 90 days after date set for opening of bids. **THE DISTRICT, AT ITS DISCRETION, HAS THE RIGHT TO REJECT ANY OR ALL BIDS.**
12. **TIE BID:** In the case where the identical price is submitted by two or more vendors on the same or equal service or merchandise and one vendor has a place of Business in the Contra Costa Community College District, the award shall be made to the local vendor. In case of a tie with two local vendors, there will be a coin toss.
13. **PURCHASE ORDER:** The purchase order shall be made to the awarded vendor and shall heretofore be referred to as Vendor. The District will NOT issue multiple purchase orders.
14. **INVOICE & PAYMENT:** Terms shall be Net 30 and Vendor must not invoice the District until equipment is delivered and installed. The District will not make any pre-pay arrangements with the awarded vendor.
15. **SKILLED LABOR:** Prevailing wage rates apply to this project. The awarded vendor must pay the basic hourly rates for the various trades in accordance with those last approved by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 and **must be registered and in good standings with the DIR pursuant to the requirements of SB854.**
16. **PRE/POST-INSTALLATION WALK-THRU:** The District requires the awarded vendor to do a pre-installation walk-thru as well as a post-installation walk-thru.
17. **CONDITION OF PREMISES:** The Vendor shall clean up the work area after installation is completed. When all of the work under the Purchase Order is complete, the vendor shall remove all materials from the premises. Vendor shall also clean the area so as to leave the buildings and site in a condition acceptable to the District.
18. **RELEASE FROM LIABILITY:** The vendor shall hold the Contra Costa Community College District Governing Board, its officers, agents, servants and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid.
19. **INSURANCE:** The awarded vendor must provide insurance as described in **EXHIBIT B: INSURANCE.**
20. **KEY DATES:** The District reserves the right to modify the below key dates.

Bid Release	September 17, 2021
Last day to submit questions	September 28, 2021
Bids Due	October 14, 2021 at 2:00 PM (PDT)
Purchase Order Issuance	October 19, 2021
21. **SUBMITTALS:** Enter your bid amounts onto the **EXHIBIT A: PRICING FORM.** Enter additional items not included on the pricing form as appropriate.
22. **WARRANTY:** Please provide warranty information for parts and labor or the manufacturer's warranty.
23. **AWARD:** The bid will be awarded to the lowest responsive/responsible bidder. A bid is responsive if the bid meets all of the requirements of the bidding documents. A bidder is responsible if they are capable or qualified to perform the work.

**EXHIBIT A
PRICING FORM**

QTY	Mfr.	Model/ Part #	DESCRIPTION	Specifications	UNIT PRICE	TOTAL PRICE
1			Ultra High Performance Liquid Chromatography system	UHPLC system that includes the following components: <ul style="list-style-type: none"> • Quaternary Pump, with a maximum pressure of at least 600bar. • Multisampler for well plates and individual sample containers. • Diode Array Detector 		
			Mass Spectrometer for UHPLC system	<ul style="list-style-type: none"> • Integrates with the UHPLC system. • Detects up to at least 1200 m/z 		
			Computer & software package	<ul style="list-style-type: none"> • Any software necessary to run the UHPLC/MS system. • A computer capable of running the software & connecting to the system. 		
			Instrument familiarization	<ul style="list-style-type: none"> • An on-site consulting session to familiarize the users with the instrument, finalize configuration, and help develop protocols for our specific needs. 		
			Extended warranty	<ul style="list-style-type: none"> • 3 additional years of warranty service beyond the manufacturer's standard warranty. 		
			Flexible spending plan for instrument customization	<ul style="list-style-type: none"> • Credit for \$5,000 or more worth of consumables needed to configure the system for the department's as-yet undefined needs. 		
			Instrument maintenance and calibration tools	<ul style="list-style-type: none"> • Any tools needed for the end-users to be able to perform routine maintenance and calibration of the instrument. 		
				UHPLC-MS INSTALLATION		
				ELECTRICAL LABOR		
				FREIGHT		

			OTHER FEES NOT INCLUDED ABOVE:			
				GRAND TOTAL		

The undersigned hereby proposes and agrees, if awarded the bid, to furnish and deliver the goods or services at the price quoted in accordance with all the terms, and conditions and specifications herewith set forth.

Signature _____

Firm Name _____

Type Name _____

Street Address _____

Date _____

City/State/Zip _____

Telephone _____

E-Mail _____

Fax _____

Website _____

**EXHIBIT B
INSURANCE**

The Contractor shall not commence work under the contract until it has obtained all the insurance required in this Article and such insurance has been approved by the District; nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained. The Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and the District from claims, such as for bodily injury, death, and property damage, which may arise out of or result from the work required by the contract documents, whether such work is done by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified herein.

a. Policies and Coverage.

The following policies and coverage's shall be furnished by the Contractor:

- (1) Comprehensive or Commercial Form General Liability Insurance covering all work done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to work required of the Contractor by these contract documents. Insurance under this subparagraph shall be written on an occurrence form.
- (2) Business Automobile Liability Insurance on an occurrence form covering owned, hired, leased, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability.
- (3) Worker's Compensation and Employer's Liability Insurance as required by Federal and California law. The Contractor shall also require all of its subcontractors to maintain this insurance coverage.

b. Verification of Coverage.

Certificates and original amendatory endorsements of insurance, as evidence of the insurance required by these contract documents, shall be submitted by the Contractor to the District. The scope of coverage and deductible shall be shown on the certificates of insurance. Any deductible shall be the Contractor's liability. The certificates of insurance and endorsements shall provide for no cancellation or modification of coverage without thirty (30) days prior written notice to the District. Acceptance of certificates of insurance by the District shall not in any way limit the Contractor's liabilities under the contract documents. In the event the Contractor does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the Trustees, and the cost of such insurance shall be paid by the Contractor and may be deducted from the contract sum. Renewal certifications and endorsements shall be filed timely for all coverage including All Risk Insurance until the project is accepted as complete. The District reserves the right to require complete, certified copies of all required insurance policies.

c. Subcontractor's Insurance

Contractor shall ensure that its subcontractors are covered by insurance in the amount and type required by this Article. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein. The Contractor shall supply the District with a list of all subcontractors showing whether or not they have individual insurance policies and certifying that those subcontractors without individual insurance policies are insured by the Contractor.

d. Insurance Provisions.

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- (1) Contra Costa Community College District, their officers, employees, representatives and agents, are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

- e. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State District, the District, their officers, employees, representatives and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State District, the District, their officers, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- f. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- g. The Contra Costa Community College District, their officers, employees, representatives and agents, shall not by reason of their inclusion as insured incur liability to the insurance carriers for payment of premiums for such insurance.
- h. The Contractor shall, by mutual agreement with the District and at the District's cost, furnish any additional insurance as may be required by the District. The Contractor shall provide Verification of Coverage for such additional insurance in the same manner as provided herein.
- i. Amounts of Insurance.
The insurance furnished by the Contractor under this Article shall provide coverage not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (1) Comprehensive or Commercial Form General Liability Insurance – Limits of Liability
\$2,000,000.00 General Aggregate
\$1,000,000.00 Each Occurrence – combined single limit for bodily injury and property damage.
 - (2) Automobile Liability Insurance – Limits of Liability
\$300,000.00 Each Accident – combined single limit for bodily injury, property damage, and contractual liability
- j. Acceptability of Insurers.
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII

EXHIBIT C

“Non-Collusion Affidavit”
To Be Executed By
Contractor And Submitted
With Bid

State of California
County of _____

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal 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 corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

(Date)

Signed at (Place)

Contractor Name
(Person, Firm,
Corp.)

Signature of Authorized Representative

Address

Representative’s Name

City State Zip Code

Representative’s Title

