



# Ventura County Community College District

PURCHASING DEPARTMENT

July 20, 2018

Dear Prospective Bidders,

Attached is the bid packet for **Bid 569, Low Voltage, Data Telecommunications and Audio Visual Installation**. This Bid covers small Low Voltage, Data Telecommunications or Audio Visual Installation needed through our District. After Award, each project will require a job walk, proposal and detailed quote showing labor, by classification, and materials and sales tax. This bid will be valid for six months with 6 month extensions, not to exceed three years.

Per Education Code § 81645, the acquisition, procurement or maintenance of electronic systems, data processing, electronic telecommunication, supporting software, related materials, goods and/or services, a community college district may contract with one of the three lowest responsible competitive proposals or bids.

- **The Deadline for Proposal Submission is 3:00 p.m., Wednesday, August 8, 2018.** Bid proposals should be enclosed in a sealed envelope, addressed and delivered to the Ventura County Community College District Purchasing Department, 761 E Daily Drive, Suite 200, Camarillo, CA, 93010, prior to this time. Each envelope shall bear the Title of the Project, the Project Number and the Name of the Bidder. No electronic proposals shall be accepted. Proposals that arrive after the time set will be returned to the Bidder unopened. It is the responsibility of the Bidder to verify that their proposal has been received by the VCCCD Purchasing Department prior to the opening date. Verification of receipt can be made through the listed Purchasing Specialist. The Deadline for questions is 4:30 pm, August 2, 2018. All questions must be submitted in writing to [lsorensen@vcccd.edu](mailto:lsorensen@vcccd.edu). Bids may be obtained from our website, [www.vcccd.edu/purchasing](http://www.vcccd.edu/purchasing) under Bids and Agreements-Current.
- Prevailing Wage is required. In accordance with Section §1773 of the California Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. A copy of these determinations, entitled "PREVAILING WAGE SCALE" is available to any interested party through the internet at: [www.dir.ca.gov](http://www.dir.ca.gov). The Contractor and any Subcontractor(s) shall not pay less than the specified prevailing rates of wages to all workers employed by them in execution of the contract.
- Each Bidder submitting a proposal to complete the work, labor, materials and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed "not qualified" and the proposal of such a Bidder will be rejected for non-responsiveness.
- Pursuant to Public Contract Code §3300, Bidder must possess a current Class-C7 California Contractors License at the time that the Contract for the Work is awarded.
- The award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Bidder.



# Ventura County Community College District

PURCHASING DEPARTMENT

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Thank you for your interest in this project. You may contact me with any questions about this project at the email address listed below or by calling 805-652-5559.

Sincerely,  
Lisa Sorensen, Purchasing Specialist  
Email: lsorensen@vcccd.edu

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT NOTICE TO CONTRACTOR CALLING FOR BID

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter referred to as “the District”, is calling for bids for Bid 569, Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District. This bid is a Labor and Materials Bid and will be awarded on best value. Bids will be received at Ventura County Community College District, 761 E Daily Drive, Suite 200, Camarillo, CA 93010, Attn: Purchasing Department up to but no later than 3:00 p.m. Wednesday, 08/08/2018, at which time bids will be opened and publicly read. All bid proposals must be sealed and submitted on forms furnished by the District. Each bid proposal must be accompanied by fully executed Bid Proposal and Non Collision Affidavit. Failure to comply shall render such proposal to be “Non Responsive” and rejected. Bid proposals must conform with and be responsive to the bid and contract documents. Copies may be obtained as PDF from the website at <https://purchasing.vcccd.edu/> under Current Bids and Agreements. Pursuant to Public Contract Code §3300, Bidder must possess a current Class C-7 Contractors License at the time that the contract for the work is awarded. Per Education Code § 81645, the acquisition, procurement or maintenance of electronic systems, data processing, electronic telecommunication, supporting software, related materials, goods and/or services, a community college district may contract with one of the three lowest responsible competitive proposals or bids.

Each Bidder submitting a proposal to complete the work must be a current registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5(“DIR Registered Contractor”). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed “not qualified” and the proposal of such a Bidder will be rejected for non-responsiveness. In accordance with Section §1770 of the CA Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. In accordance with the provisions of CA Public Contract Code §22300, substitution of eligible and equivalent securities for any monies to ensure performance under the contract will be permitted at the request and expense of the Contractor. The Owner reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the bidding.

Lisa Sorensen Purchasing Specialist

Publication Dates: 07/23/2018 and 07/30/2018

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT GENERAL INSTRUCTIONS TO BIDDERS

1. **Definitions:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a. "Bid" means an offer, made in response to a solicitation, to perform a contract for services, labor or to supply goods or materials at a specified price.
  - b. "Bidder" means a supplier who submits a bid to the District in response to a solicitation.
  - c. "Purchasing Specialist," means the Ventura County Community College District authorized contracting official.
  - d. "District" means Ventura County Community College District.
2. **Bid Packet:** This Bid Packet consists of the following: Cover Letter, General Instructions, Bidder Instructions (if applicable), Bid Specifications, Pricing Form Bid Form and Drug Free, Non-Collusion & Affirmative Action forms.
3. **Bid Proposal:** Bid proposals, to receive consideration, should be made in accordance with the following instructions:
  - a. All items on the Pricing Form should be filled out. Numbers should be stated in figures and written amount. If there is a discrepancy between the written amount and figure amount, the written amount will prevail. All pages of the pricing forms are to be initialed and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures. Any corrections must be noted by affixing, in the margin immediately opposite the correction, the initials of the person signing the bid.
  - b. Should a Bidder find discrepancies and/or omissions from the drawings or documents, or should be in doubt as to meaning, the Bidder should contact the Purchasing Specialist listed in the Bid Packet. All inquiries will be answered in writing and distributed to all Bidders in the form of addenda to the bid. Neither the District nor its representative will be responsible for any oral instructions. No addenda will be issued later than Five (5) Days prior to the date set for the opening of bids. Inquiries affecting bids will be answered in writing and distributed to all Bidders in the form of addenda to the bid.
  - c. All addenda or bulletins issued during the bidding period are to be considered part of the bid and be included in the bid proposal.
  - d. Bid proposals, enclosed in a sealed envelope, shall be addressed and delivered to Ventura County Community College District Service Center, Attn: Purchasing Department, 761 E Daily Dr., Ste 200, Camarillo, CA 93010, before the time stated in the Bid Packet. Each envelope shall bear the Number of the Bid, Title of the Bid and the Name of the Bidder. **No electronic (e-mail) or fax bids or amendments to bids shall be accepted.** All bid proposals must include a signed and dated Bid Form to be eligible for consideration. Bid Form must be signed by a responsible officer of the bidding company in order to be considered.
4. ***It is the responsibility of the Bidder to verify that their Bid has been received by the District's Purchasing Department prior to the bid opening. Verification of receipt can be made through the Purchasing Agent/Buyer listed in the Bid Packet.***
5. **Specifications:** *The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Bidders. The specification establishes the character or quality of the article desired. Alternative materials or goods on which other proposals are submitted must, in all cases be equal or exceed in every detail to the item specified. Bid must clearly state the brand, make or model number. Alternative goods and materials are subject to review and must be approved prior to the date listed on the bid specifications. The District, for inspection and specification testing, may require samples of bid items. Samples furnished must be free of expense to the District. Samples furnished must also be identical in all respects to the products specified in the bid. Samples, if not destroyed by tests, and if requested, will be returned at the Bidder's expense. All goods furnished under this*

contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

6. **Prices:** Prices shall be shown on the Pricing Form for each individual item. Appropriate sales tax shall be included at the correct rate at the time of order, unless otherwise specified. Pricing should be valid for the period as indicated in the bid proposal/pricing forms.
7. **Quantity:** All quantities are estimates and may vary upon actual ordering of units. The District reserves the right to increase or decrease quantities, all or part of the items may be awarded. Over shipments will be returned at the Bidder's expense.
8. **Delivery:** Time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the bid. Unless otherwise specified, the Bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, packing and insurance costs for delivery FOB Destination as specified in the bid. Where specific authorization is granted to ship goods FOB Point of Origin, Bidder(s) agrees to prepay all shipping charges, routing the least expensive method. Each invoice will list shipping charges as a separate line item on the invoice and shall include the original or a copy of the freight bill (excluding postal charges). No COD shipments will be accepted.
9. **Contract Renewal:** The term of the contract as stated in bid documents and may be extended for additional periods. Per Education Code § 81644 contracts for goods and materials may not exceed three (3) years, contracts for services may not exceed five (5) years. Bidder and the Purchasing Specialist, representing the District, must mutually agree upon allowances for manufacturer price increases and decreases, which must be accepted prior to renewal of contract.
10. **Prevailing Wage:** In accordance with Section §1771 of the California Labor Code, except for public works projects of one thousand dollars (\$1,000) or less, as defined in Section §1720, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

In accordance with Section §1773 of the California Labor Code, the Bidder shall post a copy of the determination prevailing rates of wages at each job site. A copy of these determinations, entitled "PREVAILING WAGE SCALE" is available to any interested party through the internet at: [www.dir.ca.gov](http://www.dir.ca.gov). The Bidder and any Subcontractor(s) shall not pay less than the specified prevailing rates of wages to all workers employed by them in execution of the contract when applicable.

Each Bidder submitting a proposal to complete the work must be a current registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed 'not qualified' and the proposal of such a Bidder will be rejected for non-responsiveness. In accordance with Section §1770 of the CA Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. In accordance with the provisions of CA Public Contract Code §22300, substitution of eligible and equivalent securities for any monies to ensure performance under the contract will be permitted at the request and expense of the Contractor. The Owner reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the bidding

11. **Workers Compensation:** Section 3700 of the Labor Code requires every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code. Bidder must comply with such provisions before commencing the performance of the work of this Contract.
12. **References:** Bidder may be required to provide a reference list of current customers using materials, goods or services similar to those specified in the bid.
13. **Withdrawal of Bid:** Bid proposals may be withdrawn by the Bidder prior to, but not after the scheduled opening by notifying the Purchase Specialist listed in the Bid Packet. It shall be at the sole discretion of the District to allow Bidder to withdraw a bid. If evaluation and award of the bid will be based on award of "all or none" of the items or

services, the withdrawal must be for the entire bid. If the evaluation and award of the bid will be based on line items, sections, combination of items, the District may consider permitting withdrawal of specific line item(s), sections combinations of items or services.

14. **Opening of Bid Proposals:** Bid proposals will be opened and read at or shortly after the time set in the advertised Notice Inviting Bids, unless otherwise stated in the Bid Packet. Bidders or their representatives, and other interested persons, may be present at the opening of bid proposals. Bid proposals that arrive after the time set for bid opening will be returned to the vendor unopened and considered non-responsive.
15. **Bidders Interested in More Than One Bid:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid for the same work unless alternate bids are specifically stated.
16. **Award or Rejection of Bids:** The bid, if awarded, will be awarded to the lowest responsible Bidder(s) by section or by total bid in compliance with these instructions. All items in a section must be completed for a section to be considered for award, unless otherwise stated. In the event that this bid calls for the acquisition, procurement or maintenance of electronic systems, data processing, electronic telecommunication, supporting software, related materials, goods and/or services, a community college district may contract with one of the three lowest responsible competitive proposals or bids per Education Code § 81645. The competency and the responsibility of Bidder(s) will be considered in making the award of Bid. Prior to bid award, the District may require the Bidder(s) to furnish evidence satisfactory to the District that it has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the bid of any Bidder(s) who have previously failed to perform properly or to complete on-time contracts with the District. The District reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bid or in the bidding. All or part of the bid may be for one or more colleges.
17. **Form of Contract:** The form of contract which, the successful Bidder, will be awarded is a District Purchase Order referencing bid specifications and other contract documents.
18. **Performance Bond:** This bid is intended for small cabling and Audio Visual Installation at any of your locations. The District reserves the right to bid any proposal for larger a project or require a Performance Bond prior to work beginning on any proposal. All projects require a job walk, detailed proposal and an approved Purchase Order.
19. **Hold Harmless:** The Bidder shall hold the Ventura County Community College District, its officers, agents, servants and employees harmless from liability. The Bidder agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of services or goods and materials purchased herein. The Bidder further agrees to assume all expenses and damages arising from such claims, suits and proceedings.
20. **Anti-Discrimination:** Bidder hereby certifies that in performing services or providing materials or goods for the District, there shall be no discrimination in hiring or employment practices because of sex, race, color, ancestry age, national origin, disability, disabled veteran status, or religious creed. The Bidder further agrees to comply with all applicable Federal regulations and California Fair Employment Practice Act.
21. **Invoices and Payments:** Unless otherwise specified, the Bidder shall render invoices for materials, goods and services under the contract to the Ventura County Community College District Service Center, Accounts Payable Department, 255 West Stanley Ave, Ventura, CA 93001. Invoices shall be submitted on a form acceptable to the District under the same firm name as shown on contract. All invoices, packing lists, packages, and shipping notices shall contain the applicable purchase order number. The Bidder shall list separately any taxes payable by the District.
22. **Default by Bidder:** The District shall hold the successful Bidder responsible for any damage, which may be sustained because of the failure or neglect of Bidder to comply with any terms or conditions listed herein. In the event of a breach by the Bidder of any of the provisions in the bid or subsequent contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and/or written notice to the Bidder.
23. **Independence of Bid:** Unless the Bidder is furnishing a joint bid, by submitting this bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
24. **Participation by Other Public Entities:** Other Community Colleges and/or public entities in the State of

California may procure items and /or services off this bid under the same terms and conditions stated in this bid.

25. **Warranty:** Unless otherwise specified, the warranties contained in this contract begin after acceptance of merchandise has occurred. Bidder will include all written information on any warranty provided by Bidder or the manufacturer.
26. **Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Bidder shall submit to the Purchasing Specialist, the "Bidder Protest" form within five (5) working days after being notified by the Purchasing Department of the proposed award. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing. The Board of Trustees will not consider protests from Bidders and/or their agents during a public meeting if they have not followed this procedure.
27. **Rehabilitation Act of 1973:** Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Ventura County Community College District, the Chancellor's Office of the California Community Colleges, and any California Community College using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
28. **In-kind Benefits of Donated Equipment:** Include with bid response any additional in-kind benefits or donated equipment. Any equipment and/or benefits listed in bid responses will not be considered in determining the award of bid.
29. **Technology Clause:** This request for bids seeks to address the rapid advances in technology. As technology advances, it is understood that the improved or enhanced components/products may supercede existing products in both price and performance and yet be essentially similar. By allowing functionally similar, upgraded or identical products that may be introduced in the future or during the term of this bid are included under the general umbrella of compatible product lines and are thus specifically included in this bid document.
30. **Evaluation Criteria:** The District will evaluate the responses to the proposals based on strength of operations, quality, price, service of existing locations, and financial return to the District.
31. **Security/Bond:** The District reserves the right to request Bidders Security/Bond if stated in the bid documents.
32. **Artwork:** Any artwork produced for a project is the sole property of the District and shall be forwarded to the Purchasing Department at 255 West Stanley Ave, Ventura, CA 93001, upon completion of this project.



# Ventura County Community College District

PURCHASING DEPARTMENT

**TO:** All Vendors  
**FROM:** The Purchasing Department  
**SUBJECT:** Insurance Requirements

Vendors providing services to the Ventura County Community College District can not begin work until the proof of insurance has been submitted to and approved by the District. Satisfactory proof of insurance consists of:

1. A certificate of insurance on an ACORD<sup>TM</sup> Form
2. A policy endorsement issued by the Vendor's insurance company that references the policy number and the District named as additionally insured.

Except for worker's compensation insurance, the policy shall not be amended, modified or the coverage amounts reduced without the District's prior written consent. The District shall be furnished thirty (30) days written notice prior to cancellation of the insurance. Vendors shall not allow any Subcontractor, employee or agent to commence work until the insurance required has been obtained.

The following are the insurance minimums required by the District; larger projects may require additional insurance coverage.

- A) **WORKER'S COMPENSATION INSURANCE.** Vendors must maintain Worker's Compensation Insurance on all employees to be engaged in work for the District. In case of any such work sublet, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees employed in connection with the work unless the Vendor's insurance covers the subcontractor and its employees.
- B) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** Vendors shall maintain Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Property Damage Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Vendor's insurance covers the subcontractor and its employees.
- C) **AUTOMOBILE LIABILITY INSURANCE:** \$1,000,000 combined single limit per accident or bodily injury and property damage.

Please return the completed forms to: Ventura County Community College District  
Purchasing Department  
761 E. Daily Drive, Suite 200  
Camarillo, CA 93010

Or the forms may be faxed to: 805-652-7700

Samples of the required insurance forms are attached for your information.





THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

Ventura County Community College District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insured, the following exclusion is added:
  - 2. Exclusions  
This insurance does not apply to "bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of cover-ed operations has been completed;  
or
    - (2) That portion of work "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

**SAMPLE FORM**

## SECTION 00310 AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the City of Camarillo, County of Ventura, State of California, by and between VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (the District), a California Community College District, hereinafter called the “District” and \_\_\_\_\_, hereinafter called the “Contractor”, with a principal place of business located at \_\_\_\_\_.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price for each individual projects, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Bid 569, Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District.**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, Drawings or Specifications prepared by District Staff, Architect or Engineers, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

**1.02 Contract Time.** This Bid is for multiple “As Needed” projects at the following locations:

- District Administrative Center 761 E. Daily Dr., Ste. 200, Camarillo, CA 93010
- Ventura College 4667 Telegraph Rd., Ventura CA 93003
- Ventura College Santa Paula 957 Faulkner Ave., Santa Paula, CA 93060
- Oxnard College 4000 S. Rose Ave., Oxnard, CA 93033
- Fire /Sherriff Academy 104 Durley Ave., Camarillo, CA 93010
- Moorpark College 7075 Campus Rd., Moorpark, CA 93021

*(The District reserves the right to add or delete service addresses throughout the term of this Bid)*

The Work shall be commenced on the date stated in each District issued Purchase Order and Contractors Proposal. The Contractor shall achieve Substantial Completion of the Work as determined with each project as agreed to by contractor and college site.

*The awarded Bidder must meet with the Director of College Information Technology Services or Associate Vice Chancellor of Information Technology or designee to walk the proposed job and submit a complete proposal with estimated time to complete job.*

This Bid is for a six (6) month period with additional extensions for up to three years from date of award. Either party may terminate this contract with 30 days-notice for any reason.

**1.03 Contract Price.** The District shall pay, net 30, the Contractor as full consideration for the Contractor’s full proposal after each site has signed off the project as 100% complete.

The District's payment of each project shall be in accordance with the contractor's proposal and District issued Purchase Order. Any Change Order requires advance approval and an approved Purchase Order.

**1.04 Failure to Complete a Project/Job.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work may result in non-payment and the District's right to terminate this award.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Valid California Contractors License
Instructions for Bidders	Performance Bond (If requested per project
Bid Proposal	Certificate of Workers Compensation
Non-Collusion Affidavit	Drug Free Workplace Certification
Agreement (Sample to be signed after award)	General Conditions
Proof of DIR Registration Per SB 854	Special Conditions
	Specifications

**1.06 Award of Contract.** The award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Bidder.

**1.07 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT:

CONTRACTOR:

VENTURA COUNTY COMMUNITY  
COLLEGE DISTRICT,  
a California Community College District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Terry Cobos

Name: \_\_\_\_\_

Title: Director of General Services

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

\_\_\_\_\_  
[Corporate Seal]

[End Of Section]

**PERFORMANCE BOND**

Section 00410

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee", for payment of the penal sum of \_\_\_\_\_ Dollars (\$) in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Obligee, by action of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as **Bid 569, Low Voltage Telecommunications and Audio Visual Installation for Ventura County Community College District -** Project \_\_\_\_\_

WHEREAS, the Principal, on or about \_\_\_\_\_ 20\_\_, entered into a contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents ("Contract"), the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract.

WHEREAS, the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrative, successors and assigns, to the Obligee for the prompt, full and faithful performance of the Contract, which is incorporated herein by this reference.

NOW, THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

Within fifteen (15) calendar days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for herein above, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price.

The Surety, for value received, hereby stipulates and agrees that no change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder, shall in any way limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price.

Principal and Surety agree that if Obligee is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligee's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

*(Corporate Seal)*

\_\_\_\_\_  
*(Principal Name)*

By: \_\_\_\_\_

*(Signature)*

\_\_\_\_\_  
*(Typed or Printed Name)*

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

*(Corporate Seal)*

\_\_\_\_\_  
*(Surety Name)*

By: \_\_\_\_\_

*(Signature of Attorney-in-Fact for Surety)*

\_\_\_\_\_  
*(Typed or Printed Name of Attorney-in-Fact)*

*(Attach Attorney-in-Fact Certificate)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Area Code and Telephone Number of Surety)*

DRAFT

# Bid 569 Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District



## General Bid Plan

This Bid will be for low voltage cabling services, materials and installation of Ventura County Community College District (VCCCD) owned equipment for all locations within the VCCCD. The intent of this bid is to establish a standard rate and materials schedule for up to three years. The intent is to award this bid to one or more vendor(s) who will then provide specific project quotes with a detailed Scope of Work. This bid is for small projects to be determined by VCCCD and not to exceed \$15,000 unless approved by VCCCD. Large projects of \$15,000 or more may require a separate bid process.

Each cabling project will require a proposal containing a Scope of Work with a detailed description, labor and material cost breakdown per project. No work shall begin until a District issued purchase order and/or contract matching the proposal are issued. VCCCD reserves the right to require a Performance Bond on larger projects.

## Bid requirements

1. Include standard rates for the type of work
  - a. Project Manager
  - b. Installation Supervisor
  - c. Cable Puller
  - d. Cable Installation Technician
  - e. Fiber Optic Cable Installation Technician
  - f. A/V and/or P.A/Intercom Technician
  - g. Installation of District-owned equipment, such as security cameras and A/V equipment

In accordance with Section §1773 of the California Labor Code, if applicable, workers shall not be paid less than the specified prevailing rates of wages in the execution of the contract.

2. VCCCD locations where possible work will take place:
  - a. District Administrative Center  
761 E. Daily Dr, Camarillo, CA 93010
  - b. Ventura College  
4667 Telegraph Road, Ventura, CA 93003
  - c. Santa Paula East campus  
957 Faulkner Rd, Santa Paula, CA 93060
  - d. Oxnard College  
4000 S Rose Ave, Oxnard CA 93033
  - e. Moorpark College  
7075 Campus Dr, Moorpark, CA 93021
  - f. South Mountain Communication Facilities



# Bid 569 Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District



Santa Paula CA

- g. Camarillo Airport Instructional and DAC facilities  
104 Durley, Camarillo, CA 93010

3. Vendor will ensure all work conforms to industry standards for data cabling.
4. Actual projects will follow a process of a site walk (if required by VCCCD)
5. Vendor will possess and maintain in good standing BICSI certification or equivalent.
6. Vendor will possess and maintain in good standing a State Of California C-7 Contractor License.
  - a. Preferential consideration will be given to vendors who also hold a C-10 license and on-staff licensed electricians.
7. Evaluation criteria:
  - a. Cost.
  - b. Overall capabilities including certifications, required licenses and ability to perform work with educational and public sector institutions.
8. Vendor must provide a summary paragraph of experience with educational and public institutions with three (3) reference accounts. Vendor is to attach a separate sheet to the Bid Form.
9. Vendor must be manufacturer certified, in good standing and with recent continuing training credentials in structured cabling and/or enterprise fiber optic products. Warranty qualifications from those manufacturers, along with letters of qualification from manufacturer representatives will be requested at bid and on-going for project completion and certification.
10. As-built documentation will accompany each job. Vendor must submit documentation in AutoCAD or PDF format.
11. All cabling must be properly labeled according to VCCCD standards including IDF and jack number for copper cabling and building and IDF for fiber.
12. Vendor must perform required cable testing and provide documentation of installed cable passing required testing.

# Bid 569 Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District



13. All work performed must conform to applicable building code requirements including the use of plenum rated cable in plenum spaces. VCCCD-owned facilities operate under the jurisdiction of the California State Department of Architects (DSA), and are subject to local on-site DSA inspectors on state-funded projects.
14. Check List
  - a. Labor Rate Schedule.
  - b. Copy of BICSI or equivalent certification.
  - c. State Of California C-7 Contractor License.
  - d. Manufacturer training with letters of qualification in structured cabling and/or enterprise fiber optic products.
15. Due to the time sensitivity of an educational institution, the District may require a Performance Bond for any project to ensure vendor complies with deadlines established for a particular project.
16. It is the vendor's responsibility to notify the District at the beginning of a project if they lack the resources or staff to meet the District's schedule for a specific project.
17. Vendor is responsible for submitting and maintaining insurance per the District's insurance requirements listed within this bid.
18. All questions regarding this bid must be submitted in via e-mail to [lsorensen@vcccd.edu](mailto:lsorensen@vcccd.edu) no later than 4:30 PM, July 12, 2018. We will respond by addenda only.

## Type of Cabling Projects

1. Inter-building Backbone cabling – This type of work will provide new and remedial building to building backbone cabling work with both Fiber Optic and Copper type cabling. Establishment of new pathways for Outside Plant (OSP) projects are typically managed by civil construction firms and project management. These projects will include the qualifying, clearing, cleaning, and installation into OSP ducts and will involve installation and termination of the following cable types:
  - Typical Fiber Optic cabling for this type of work consists of single-mode suitable for installation equal to or below 7km distance and/or Multi-Mode (550m) cable suitable for outdoor installation. Cable and connectors shall be of high quality from manufacturers including, but not limited to, Corning and 3M. Terminations shall be LC unless otherwise stated.

# Bid 569 Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District



- Typical copper cabling for this type of work consists of both voice and data-grade cable rated Category 6 or higher. Cable and data jacks shall be of high quality from manufacturers including, but not limited to, Belden and Siemens. Terminations in the MDF/IDF shall be made in Category 6 or higher patch panel.
  - Waterproof labeling of OSP work is typical in VCCCD installations.
2. Remedial work – This work may be performed in a live, working environment:
- MDF/IDF – This will involve remediating an existing facility to VCCCD cabling and facilities standards.
  - Station – This work will involve the replacement of existing station cable and the installation and termination of new station Category 6 or greater cable. Cable and data jacks shall be of high quality from manufacturers including, but not limited to, Belden and Siemens. Terminations in the MDF/IDF shall be made in Category 6 or higher patch panel. Typical station cabling consists of three network drops unless otherwise stated.
  - All remedial work requires the vendor to document, remediate, label, and test per VCCCD direction and standards.
  - Vendor must be able to verify restoration of services using appropriate test equipment and have a working knowledge of data and voice communications.
3. New Intra-Building backbone fiber and/or copper cabling – This type of work will provide new and remedial in building cabling work with both Fiber Optic and Copper type cabling. These types of projects will include the installation and termination of both horizontal and riser cables:
- Typical Fiber Optic cabling for this type of work consists of single mode and/or Multi-Mode cable suitable for indoor installation. Cable and connectors shall be of high quality from manufacturers including, but not limited to, Corning and 3M. Termination will be LC unless otherwise stated.
  - Typical copper cabling for this type of work consists of any or the following riser types: Category 6 or greater horizontal cabling for station and control-cable installations. Cable and data jacks shall be of high quality from manufacturers including, but not limited to, Belden and Siemens. Terminations in the MDF/IDF shall be made in Category 6 or higher patch panel. Typical station cabling consists of three network drops unless otherwise stated.

# Bid 569 Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District

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END OF SPECIFICATIONS

BID 569, LOW VOLTAGE, DATA TELECOMMUNICATIONS AND AUDIO VISUAL INSTALLATION

HOURLY RATES	PROJECT MANAGER	INSTALLATION SUPERVISOR	CABLE PULLER	CABLE INSTALLATION TECHNICIAN	FIBER OPTIC CABLE INTERCOM TECHNICIAN	A.V. AND OR P.A. INTERCOM TECHNICIAN
STANDARDLY RATES	\$	\$	\$	\$	\$	\$
OVER-TIME RATE	\$	\$	\$	\$	\$	\$
HOLIDAY RATE	\$	\$	\$	\$	\$	\$
WEEKEND RATE	\$	\$	\$	\$	\$	\$
MATERIALS AND SUPPLIES DISCOUNT/ % VENDOR WILL CHARGE OVER COST	<p style="text-align: center;">% Vendor may submit a separate page to explain cost of materials. VCCCD reserves the right to request actual invoice for purchase of materials. VCCCD may also elect to purchase materials for any project during this bid.</p>					
	<p>All pricing must be valid for a six (6) month period. Contract may extend for additional six month periods not to exceed three years .</p>					
	<p>Vendor Comments:</p>					
	Vendor Business Name:			Signature of Authorized Person:		
				DATE:		
	<p>Attach a separate sheet with three references, preferably Community Colleges, and certificates per the Bid Specifications.</p>					

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
BID FORM**

The undersigned, having carefully examined Notice to Bidders, General Instructions to Bidders and Specifications for **Bid 569, Low Voltage, Data Telecommunications and Audio Visual Installation for Ventura County Community College District**, hereby proposes to furnish said materials and services in accordance with prices quoted on the attached form.

Bid prices must be valid for a minimum of a 6-month period after opening date of bid, with additional 6- month extensions not to exceed three years, including price increases, upon mutual agreement from both parties.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**ACKNOWLEDGEMENT OF BID ADDENDA**

In submitting this Bid Proposal, the Bidder acknowledges receipt of all Bid Addenda issued. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda.

\_\_\_\_\_ No Addenda Issued  
(Initials)

\_\_\_\_\_ Addenda Number(s) \_\_\_\_\_ received, acknowledged and incorporated in this Bid Proposal.  
(Initials)

PREPARED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies 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 Bidder that a drug free workplace will be provided by Bidder 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) Bidder'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 Bidder 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.

PREPARED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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 his or her 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.

I hereby acknowledge and agree to all specifications of the Ventura County Community College District bid and will see that our company is responsible for all materials and services as specified.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PREPARED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



In order to comply with legal requirements, the Ventura County Community College District is gathering and updating the affirmative action status of vendors. Please check your company's appropriate code as indicated below (see definitions).

- Minority-owned/Disadvantaged business
- Woman-owned business
- Small business concern
- Disabled Veteran enterprise
- Other
- None of the above

## **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT AFFIRMATIVE ACTION STATUS CODE DEFINITIONS**

### Minority-Owned/Disadvantaged Business

A small business concern which is at least fifty-one percent unconditionally owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one percent (51% of the stock of which is owned by such individuals, and whose management and daily business operations are controlled by one or more of such individuals).

Business owners who certify that they are members of named groups (African American, Hispanic Americans, Native Americans, Asian-Pacific/Asian Indian Americans) are considered socially and economically disadvantaged.

### Woman-Owned Business

A business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

### Small Business Concern

An independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.01 or in the Federal Procurement Regulations, Section 1-1.701.

### Disabled Veteran Enterprise

"Disabled Veteran" means a veteran of the military, naval or air service of the United States with a service-connected disability who is a resident of the State of California. To qualify under this category, certification must be obtained from the Office of Small & Minority Business (OSMB) by completing Form OSMB11 and receiving an approved certification letter from that office. Contact the OSMB at (916) 322-5478 for specific assistance. The District must receive this certification with the bid response.

## **Ethnic Groups Key**

African Americans: United States citizens whose origins are in any of the Black racial groups of Africa.

Hispanic Americans: United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Spain, Portugal, Central or South America.

Native Americans: United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians.

Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea, Okinawa, Thailand, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, the Northern Marianas, India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.