

PURCHASING DEPARTMENT

December 16, 2021

TO:

All Bidders

FROM:

name, Purchasing Specialist

SUBJECT:

Bid 630 Oxnard College Fire Technology Live Fire Training Modules

Enclosed is a packet for **Bid 630 Oxnard College Fire Technology Live Fire Training Modules**. This bid packet includes the General Instructions to Bidders, Specifications, Pricing Form, Bid Form with Schedule of Values, Drug-Free Workplace Certification, Non-Collusion Affidavit, Affirmative Action, Performance Bond and Insurance requirements. . Should you have problems downloading this bid packet, you may contact the Purchasing Specialist for instructions. The Purchasing Department will not fax out bid packets or accept faxed bid submissions.

All bid responses must be clearly marked with the bid number and title and returned in a sealed envelope to the Purchasing Department. The District address is 761 E Daily Dr., Ste. 200, Camarillo, CA 93010 Ventura, CA 93001. Questions about this bid must be submitted no later than 12:00 p.m., December 22, 2021 by e-mail to <a href="mailto-lsorensen@vcccd.edu">lsorensen@vcccd.edu</a> and will be answered via addendum posted to our website. Any bidder submitting an alternate to what is specified must include all relevant materials so we may determine if product is equivalent. A site visit to a Southern California site may be requested to view the alternate specified product. This bid may be awarded Section 1 and Section 2 together or separately. Lead times will be a factor in determining award or no award. The funding source for both the sections 1 and 2 will expire on June 30, 2022, which requires the Fire Training Modules to be delivered and installed prior to this date.

The bid deadline for Bid submission is 3:00 p.m. January 4, 2022. The award shall be subject to final agreement, terms, conditions, and scope of work between VCCCD and Bidder.

It is the responsibility of the Bidder to verify that their Bid has been received by the VCCCD Purchasing Department prior to the opening date. Verification of receipt can be made through the listed Purchasing Specialist.

I hope you will be interested in submitting a Bid on this project. If, however, you choose not to participate in this particular bid, please sign and return the Bid Form stating "No Bid".

Your company will remain on our active bid list. If you would like to have your company name removed from our list of prospective bidders, you may state so on the Bid Form.



PURCHASING DEPARTMENT

If you have any questions, please do not hesitate to call me at 805-652-5559 or e-mail <a href="mailto:lsorensen@vcccd.edu">lsorensen@vcccd.edu</a>. All questions are to be submitted by the deadline stated above and will be responded to via addendum posted to our website. All interested bidders should monitor our website at <a href="https://purchasing.vcccd.edu/">https://purchasing.vccd.edu/</a>, click current for postings and addenda.

Please note; VCCCD will close for the Christmas and New Year Holiday from 12/23/21 to January 3, 2022.



PURCHASING DEPARTMENT

Published: 12/10/2021 and 12/14/2021

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT NOTICE INVITING BIDS

The Ventura County Community College District will receive proposals for Bid 630 Oxnard College Fire Technology Live Fire Training Modules, in accordance with specification standards and proposal requirements, copies of which may be obtained in PDF format at <a href="https://purchasing.vccd.edu/">https://purchasing.vccd.edu/</a> or by contacting the Purchasing agent listed below. Each bid is to be completed on the forms that are included in the bid documents or issued addenda. This bid may be awarded to more than one vendor with the most responsive, overall low base pricing by Bid section. Bid proposals must be returned sealed and marked with bid number and title, to the Ventura County Community College District located at 761 E. Daily Drive, Suite 200, Camarillo, CA 93010, on or before 3:00 pm, Tuesday, January 4, 2022 to be considered, at which time proposals will be opened. 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 execution of the contract.

Lisa Sorensen

**Purchasing Specialist** 

76 | East Daily Drive, Suite 200, Camarillo, California 930 | 0
Voice: 805-652-5500 • Fax: 805-652-7700

## 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. <u>Each envelope shall bear the Number of the Bid, Title of the Bid and the Name of the Bidder</u>. 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 and DIR Registration:** 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: <a href="https://www.dir.ca.gov">www.dir.ca.gov</a>. 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, and all sub-contractors, 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, 761 E Daily Dr., Ste. 200, Camarillo, CA 93010. 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 1973-508 Compliance:

Purchase Order and/or Agreement.

Section 508 is part of the federal law known as the Rehabilitation Act of 1973. Amendments to the Rehabilition Act – known as the Section 508 Standards for Electronic and Information Technology (EIT) – went into effect in June 2001. The idea behind this standard is that as vendors become more aware of how to make their products accessible and requestors become more aware of Section 508-compliant products, electronics and information technology will improve.

Ventura County Community College District has incorporated the following statement into our standard purchase order terms and conditions, Bid, RFP, RFQ and Contract Documents:

Vendor hereby warrants that any hardware, software products or services to be provided under this RFP, Purchase Order and/or Agreement comply with the assessibilty requirements of section 508 of the Rehabilition 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 compliant regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the District, the Chancellor's Office and any party of Ventura County Community College District 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 RFP,

- 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 761 E. Daily Drive, Ste. 200, Camarillo, CA 93010, upon completion of this project.



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 a certificate of insurance on an ACORD<sub>TM</sub> Form and 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) <u>AUTOMOBILE LIABILITY INSURANCE</u>: \$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 255 W Stanley Ave Suite 150

Ventura, CA 93001

Or the forms may be faxed to:

805-652-7700

Should you have any questions, please contact the Purchasing Department, at 805-652-5563. Samples of the required insurance forms and information required are attached for your information.

#### CERTIFICATE OF LIABILITY INSURANCE ACORD

DATE (MM/DD/YY) MM/DD/YYYY

COVERAGES	SAMPLE COPY
	INSURER E:
Anywhere, CA 55555	INSURER D:
555 W. 9 <sup>th</sup> Street	INSURER C:
Vendor Name	INSURER B: DCF Insurance
INSURED	INSURER A: ABC Insurance
Anywhere, CA 55555	INSURERS AFFORDING COVERAGE
PRODUCER  ABC Insurance  555 W. 5 <sup>th</sup> Street	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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GEN X P	TOMOBILE LIABILITY			GATE	\$ 2,000,000.
X P	TOMOBILE LIABILITY		DDODUGTO COL		
AUT	TOMOBILE LIABILITY		PRODUCTS - COM	P/OP AGG	\$
	AINT AUTO		COMBINED SINGLE (Ea Accident)	LIMIT	\$ 1,000,000.
	ALL OWNED AUTOS SCHEDULED AUTOS		BODILY INJURY (per person)		\$1,000,000
	HIRED AUTOS NON OWNED AUTOS		BODILY INJURY (per accident)		\$ 1,000,000.
			PROPERTY DAMAG (Per accident)	GE .	\$
GAF	RAGE LIABILITY		AUTO ONLY - EA A	CCIDENT	\$
	ANY AUTO		OTHER THAN	EA ACC	\$
			AUTO ONLY	AGG	\$
EXC	CESS LIABILITY		EACH OCCURRENCE	CE	\$
	OCCUR CLAIMS MADE		AGGREGATE		\$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
wo	RKER'S COMPENSATION AND		X WC Statutory Lim	its Other	\$ 1,000,000.
EMF	PLOYER'S LIABILITY		E.L. EACH ACCIDE	NT	\$1,000.000.
			E.L. DISEASE -EA	EMPLOYEE	\$1,000,000.
			E.L. DISEASE -POL	ICY LIMIT	\$1,000,000.
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CERTIFICATE HOLDER [N] ADDITIONAL INSURED; INSURER LETTER:

Ventura County Community College District Attn: Purchasing Department 255 W Stanley Ave Suite 150 Ventura, CA 93001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KINDUPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE** 

REMEMBER TO SIGN Signature

This form must be accompanied by an Additional Insured Endorsement naming VCCCD as additionally insured from the named insurance Company.

POLICY NUMBER: xxxxxxxx

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 then 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;
- (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

## Bid 630 Oxnard College Fire Technology Live Fire Training Modules Specifications

The purpose of this bid is to obtain Draeger Swede Survival System Phase 1 Flashover Development Observation or equivalent and Draeger Swede Phase 2 Interior Attack or equivalent Fire training modules. All specifications must meet or exceed Draeger product listed in this bid, including size, construction, safety features and controls.

Product detail and specification must be included with the bid submission in order to evaluate alternate product.

Due to the expiration of funding, the lead times to order, deliver and install is critical, the lead-time to install must be listed on the bid proposal, and may be considered in the award. It is Oxnard College's expectation to receive all product no later than June 20, 2022.

#### Section 1

#### Draeger Swede Phase 1 Standard - Flashover Fire Training Module

- 1 ea. 20' Fire Training Module
- 1 ea. 10' raised burn chamber, raised 3' above ground with burn barrel
- 1 ea. Loading platform all railings, kick plates and stairs treads painted with Sherwin Williams RAL 1003 Signal Yellow water based primer paint. Platform is raised 3' above ground level
- Recessed observation chamber for 10 participants
- Raised overhaul platform
- High performance insulation
- 16 gauge steel exterior
- 11 gauge sheet metal covering insulation
- 11 gauge steel flooring in burn chamber
- 5/16" chain on walls, ceiling and doors of burn chamber to hold Class A materials
- Adjustable ventilation system and chimney / vent
- Concrete paving to line floor of burn chamber
- Crib fire drum
- All interior and exterior surfaces will be painted with Sherwin Williams RAL 3009 Red
  Oxide water based primer paint except the Burn Room interior including connecting
  sheet
- Side entry man doors on long sides without locks (location to be approved in final sign off), one end will have standard double entry standard doors
- Access for hose line (location to be approved in final sign off)
- Low flow water nozzle
- Posts for additional support of burn chamber

- Signage labeling all sides of each unit, example A, B, C, D
- Labor This is a Pre-vailing wage project
- Refer to Drager Phase 1 for dimensions
- Final drawings and sign off to ensure doors and other critical functions are located in the correct locations.

#### Onsite Installation and Set up for Phase 1

 Manufacturer approved and contracted managed installation team, Pre-installation site survey and in process review of build. All installation processed must be done using safe measures and guidelines. If using a separate subcontractor, they must be listed on the enclosed Sub-contractor sheet, insured and have a current DIR number, see General Instructions section 10.

#### Section 2

#### <u>Draeger Swede Phase 2 Standard – Active Fire Training Module</u>

- 1 ea. 40' fire training module
- 1 ea. burn chamber with burn barrel
- High performance insulation
- 16 gauge steel exterior
- 11 gauge sheet metal covering insulation
- 10 gauge steel flooring in burn chamber
- 5/16" chain on walls, ceiling and doors of burn chamber to hold Class A materials
- Partition with entry door
- Extended insulation 6" on each side
- Controllable ventilation system include chimney / vent
- 55 gallon crib fire drum
- 2 side entry man doors without locks (location to be approved in final sign off).
- Access for hose line (location to be approved in final sign off)
- Low flow water nozzle
- All interior and exterior surfaces will be painted with Sherwin Williams RAL 3009 Red Oxide water based primer paint except the Burn Room interior
- Signage labeling all sides of unit
- Labor This is a Pre-vailing wage project
- Refer to Drager Phase 2 for dimensions
- Final drawings and sign off to ensure doors and other critical functions are located in the correct locations

#### Onsite Installation and Set up for Phase 2

 Manufacturer approved and contracted managed installation team, Pre-installation site survey and in process review of build. All installation processed must be done using safe measures and guidelines. If using a separate subcontractor, they must be listed on the enclosed Sub-contractor sheet, insured and have a current DIR number, see General Instructions section 10.

### PRICING FORM

#### BID MAY BE AWARDED BY SECTION OR TOTAL BID

SECTION 1	The state of the s	COST				
Oraeger Swede Survival System Phase 1 o	r Equivalent	\$				
Fraining		\$				
Delivery/Freight		\$				
Sales Tax at 7.25% for taxable items	\$					
nstallation (Prevailing Wage)		\$				
Other (provide details):		\$				
TOTAL COST		\$				
Warranty Details (attach separate sheet)	after January 18, 2022 bid award:					
SECTION 2		COST				
Oraeger Swede Survival System Phase 2 of		\$				
Training	\$					
Delivery/Freight	\$					
Sales Tax at 7.25% for taxable items		\$				
nstallation (Prevailing Wage)		\$				
Other (provide details):		\$				
TOTAL COST		\$				
Estimated delivery and completion date Warranty Details (attach separate sheet)	e after January 18, 2022 bid award:					
Attached detailed specifications if bidding	g an alternate item to determine if they meet or	exceed specifications listed in the bid packet				
Business Name:						
Signature:	Print Name :	Date:				
Contractors License #:	DIR #					

#### LIST OF SUBCONTRACTORS FOR INSTALLATION (Attach to Bid 630 Bid Proposal)

Section 00215

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. Subcontractor's License Number	4. DIR Registration Number	5. \$ Value of Worl
Succession			Requested by District	Requested by District	Fill out ONLY if requested by Distric
			Requested by District	Requested by District	Fill out ONLY if requested by Distric
			Requested by District	Requested by District	Fill out ONLY if requested by Distric
			Requested by District	Requested by District	Fill out ONLY if requested by Distric
			Requested by District	Requested by District	Fill out ONLY if requested by Distric
			Requested by District	Requested by District	Fill out ONLY if requested by Distric
			Requested by District	Requested by District	Fill out ONLY if requested by Distric
			requested by District	requested by Matthe	
			Requested by District	Requested by District	Fill out ONLY if requested by Distric
Name of Vendor:		Authorized Signat	ture:		

Traine or vendor.

[Duplicate and attach additional page(s) as required.]

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT BID FORM

The undersigned, having carefully examined Notice to Bidders, General Instructions to Bidders and Specifications for **Bid 630 Oxnard College Technology live Fire Training Module** hereby proposes to furnish said materials, Training and Installation services in accordance with prices quoted on the attached form. Bidder to supply verification of DIR Registration upon recommendation of award.

Bid prices must be val	id for a minimum of a 6-month period after opening date of bid to	
COMPANY NAME:		
ADDRESS:		
PHONE NO.:		
E-MAIL ADDRESS:		
	ACKNOWLEDGEMENT OF BID ADDENDA	
	Proposal, the Bidder acknowledges receipt of all Bid Addenda issued.  Proposal incorporates and is inclusive of all items or other matters conta	
No Addenda (Initials)	Issued	
(Initials) Addenda Nu	mber(s) received, acknowledged and incorporated in this Bid Prop	oosal.
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:

П	Minority-	owned	/Disadvantad	ied hi	isiness								
below (see	The read of the second of the								,				
updating the	e affirmative	action	status of ve	ndors	. Please	check	vour co	ompany	v's appro	opriate d	code a	as indi	cated
In order to	comply with	legal	requirements	s, the	Ventura	County	Comr	munity	College	District	ıs ga	thering	g and

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 quality 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.

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

<u>Native Americans</u>: 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.