



Ventura County Community College District

PURCHASING DEPARTMENT

April 3, 2019

Dear Prospective Vendors

Attached is the RFP packet for **RFP 578, Emergency Notification System Title**

- **A mandatory Pre Meeting and Site-Walk (s) will begin at 8:30 a.m., Thursday, April 11, 2019 and Friday, April 12, 2019.** Vendors are to meet at the Ventura County Community College District Offices (DAC), located at 761 E Daily Dr., Ste. 200, Camarillo, CA 93010. The actual Job walks will start at DAC followed by Moorpark College. Day two we will have a mandatory job walk starting at 9:00 am at Oxnard College followed by Ventura College, see Mandatory Meeting and Job walk schedule with in the RFP packet for details.
- Following the job-walk, all questions are to be emailed to the Purchasing Specialist, see timeline for Q & A as listed below:
There will be two responses to questions issued through Addenda. The deadline for questions immediately following the Site-walk is 5:00 p.m., Wednesday, April 17, 2019 with answers by 5:00 pm Friday, April 19, 2019. Final deadline for questions is 5:00 pm, Tuesday, April 30, 2019. Response to questions and final Addenda will be issued by end of day May 3, 2019.
- **Deadline for Proposal Submissions is 3:00 p.m., Tuesday, May 14, 2019.** RFP 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. Each envelope shall bear the Title of the Project, the Project Number and the Name of the Vendor. No electronic proposals shall be accepted. Proposals that arrive after the time set will be returned to the Vendor unopened. It is the responsibility of the Vendor 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.
- 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. 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 Vendor, and all proposed sub-contractors, 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 Vendor, and or subcontractors, who is not a DIR Registered Contractor when submitting a proposal for the work is deemed 'not qualified' and the proposal of such a Vendor will be rejected for non-responsiveness. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Vendor's Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the Vendor and all Subcontractors, of any tier shall be DIR Registered Contractors.
- Pursuant to Public Contract Code §3300, Vendor must possess a current Class C-10 California Contractors License at the time that the Contract for the Work is awarded.



Ventura County Community College District

PURCHASING DEPARTMENT

- The award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Vendor.

Thank you for your interest in this RFP. 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 / T: 805-652-5559

RFP 578 Emergency Notification Solution for Ventura County Community College District

List of Documents	Number of Pages
Cover Letter.....	2 Pages
List of Documents	1 Pages
RFP Advertisement.....	1 Page
Campus Maps.....	3 Pages
General Instructions.....	4 Pages
Special Conditions Section	11 Pages
Request for Proposal -	21 Pages
Proposal Information.....	(+ 10 Supplemental pages)
Project Overview.....	*
General Purpose and Scope of RFP.....	*
About Ventura County College District (VCCCD).....	*
VCCCD Mission.....	*
Background.....	*
Scope of Services.....	*
Scope.....	*
General Information.....	*
Mandatory Pre-RFP Meeting.....	*
Two Day Site-Walk.....	*
Rights in Data.....	*
Protection of Propriety and Confidential Information.....	*
Accessibility Requirements for Electronic or Information Technology.....	*
Proposal Format and Content.....	*
General.....	*
Proposal Content.....	*
Response format: Section 1 Functional and Technical Requirements.....	*
Evaluation Criteria.....	*
Selection Criteria.....	*
Selection Procedure.....	*
Compensation.....	*
Exhibits.....	*
Exhibit A - Signature and Authority Affidavit Form and Pricing Matrix	*
Pricing Matrix Including (1 page – Supplement to Exhibit A)	*
Subcontractors List Form 00215 (1 page – Supplement to Exhibit A)	*
Non Collusion Affidavit Form 00220 (1 page – Supplement to Exhibit A)	*
Statement of Vendors Qualifications Form 00240 (7 pages – Supplement to Exhibit A)	*
Exhibit B - References	*
Exhibit C - Mandatory Requirements	*
Exhibit D - Preferred Requirements	*
Exhibit E - Support Services	*
Draft Contract Documents (Awarded Vendor will be required to sign after Award).....	13 Pages
Sample of Agreement #00310, Security Bonds #00260, Labor and Materials	
Bond #00400, Performance Bond #00410, Insurance Requirements	
#00415, Drug Free Workplace, #00417 and Guarantee #00420.	

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 **RFP 578, Emergency Notification Solution**. RFP proposals 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. on Tuesday, May 14, 2019, at which time RFP's will be opened and publicly read. All RFP proposals must be sealed and submitted on forms furnished by the District. RFP proposals must conform with and be responsive to the RFP and contract documents. Copies may be obtained as PDF from the website at https://purchasing.vcccd.edu/bids-and-agreements?qt-bids_and_agreements=0#qt-bids_and_agreements. See website for instructions to register, sign a Non-Disclosure and obtain site-plans.

Mandatory Meeting and Two Day Site Walk: Vendors are to meet at the Ventura County Community College District Offices (DAC), located at 761 E Daily Dr., 1st floor, Camarillo, CA 93010 at 8:30 AM, Thursday, April 11, 2019 for a mandatory meeting followed a site walk of the DAC building. Moorpark College 7075 Campus Rd., Moorpark, CA 93021 Maintenance and Operation Yard will follow. Day two site walk, Friday, April 12, 2019 will start at 8:30 am at Oxnard College 4000 S. Rose Ave, Oxnard CA 93030 Maintenance and Operations yard followed by Ventura College 4900 Loma Vista Rd., Ventura CA 93003, see Mandatory Meeting and site walk schedule with in the RFP packet for details.

Pursuant to Public Contract Code §3300, Vendors must possess a current C-10 Contractors License at the time that the contract for the work is awarded.

Each Vendor 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 Vendor will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5; all Subcontractors identified in a Vendor's Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the Vendor and all Subcontractors, of any tier shall be DIR Registered Contractors.

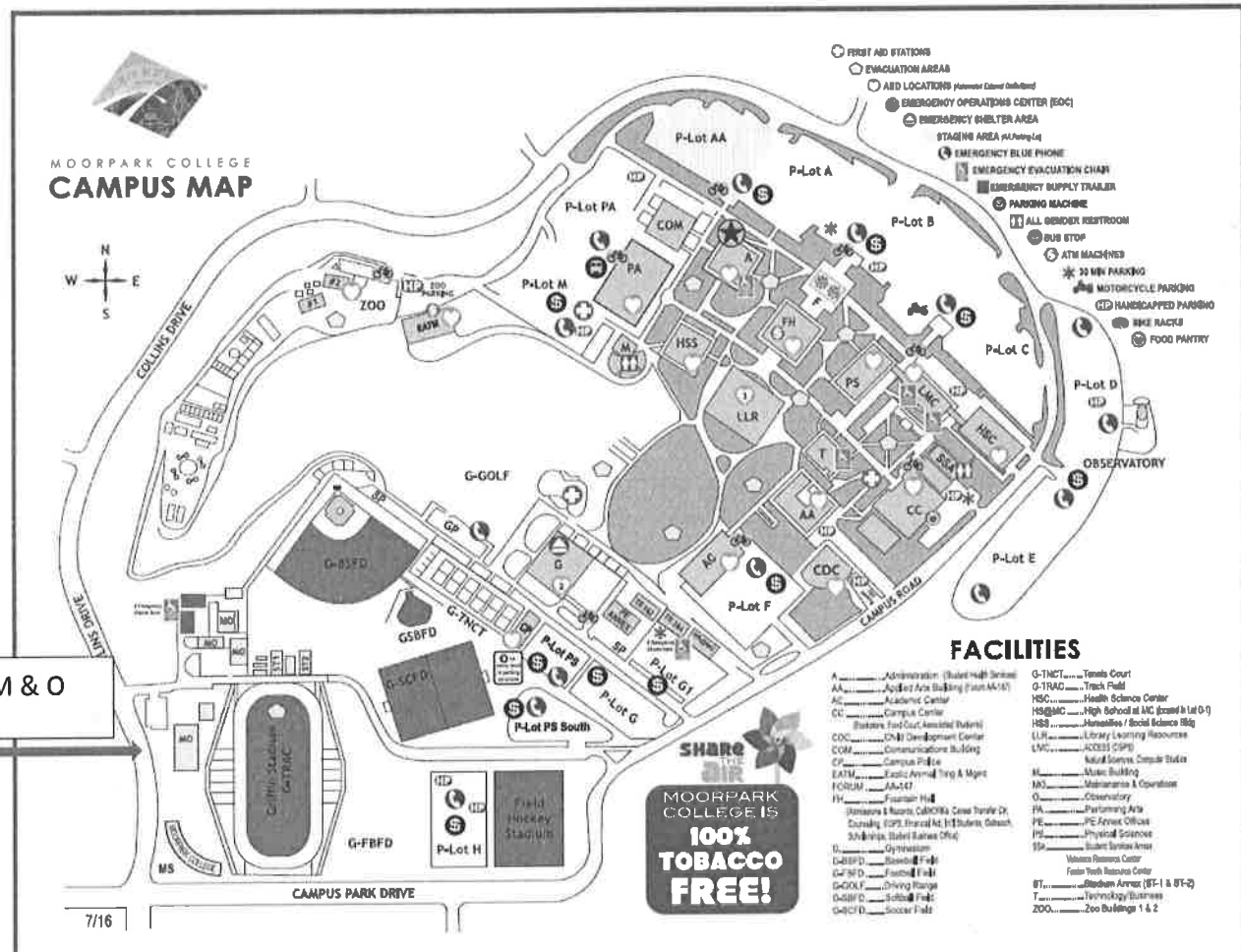
In accordance with Section §1770 of the CA Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. In accordance with the provisions of CA Public Contract Code §22300, substitution of eligible and equivalent securities for any monies to ensure performance under the contract will be permitted at the request and expense of the Contractor.

The Owner reserves the right to reject any or all proposals or to waive any irregularities or informalities in any RFP proposals or in the RFP process.

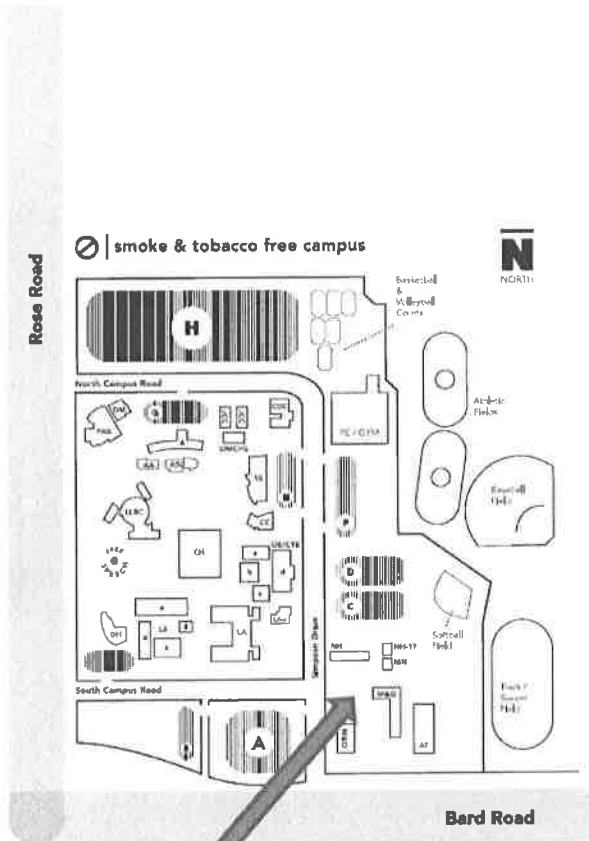
Lisa Sorensen, Purchasing Specialist

Publication Dates: 03/20/19 and 03/27/19

Moorpark College 7075 Campus Rd., Moorpark CA 93021. (Warehouse is actually located off Collins Dr.)



Oxnard College 4000 S. Rose, Oxnard CA 93030



WELCOME TO OXNARD COLLEGE

BUILDINGS	SERVICES
ADMINISTRATION	A
ADMINISTRATION ANNEX	AA
ASSOCIATED STUDENT GOVERNMENT	ASG
AUTOMOTIVE TECH	AT
CHILD DEVELOPMENT CENTER	CDC
CONDOR CAFE	CC
CONDOR HALL (Business Office)	CH
DIGITAL MEDIA CENTER	DM
DENTAL PROGRAMS	DH
JCC BUILDING	JCC
LETTERS & SCIENCE (Library - Open)	LS
LIBERAL ARTS (Library - Open)	LA
LIBRARY/LEARNING RESOURCE CENTER	LLRC
MAINTENANCE & OPERATIONS	MO
MCNISH GALLERY	MM
NORTH HALL (Library - Open)	NH
OCCUPATIONAL EDUCATION / CTE	OE
OXNARD MIDDLE COLLEGE HIGH SCHOOL OMCHS	OMCHS
PERFORMING ARTS BUILDING	PAB
PHYSICAL EDUCATION / GYM	PE
STUDENT SERVICES	SS
PARKING	
OC / Mrs Academy & Public Safety	
OC / Machine Center & Aquarium	

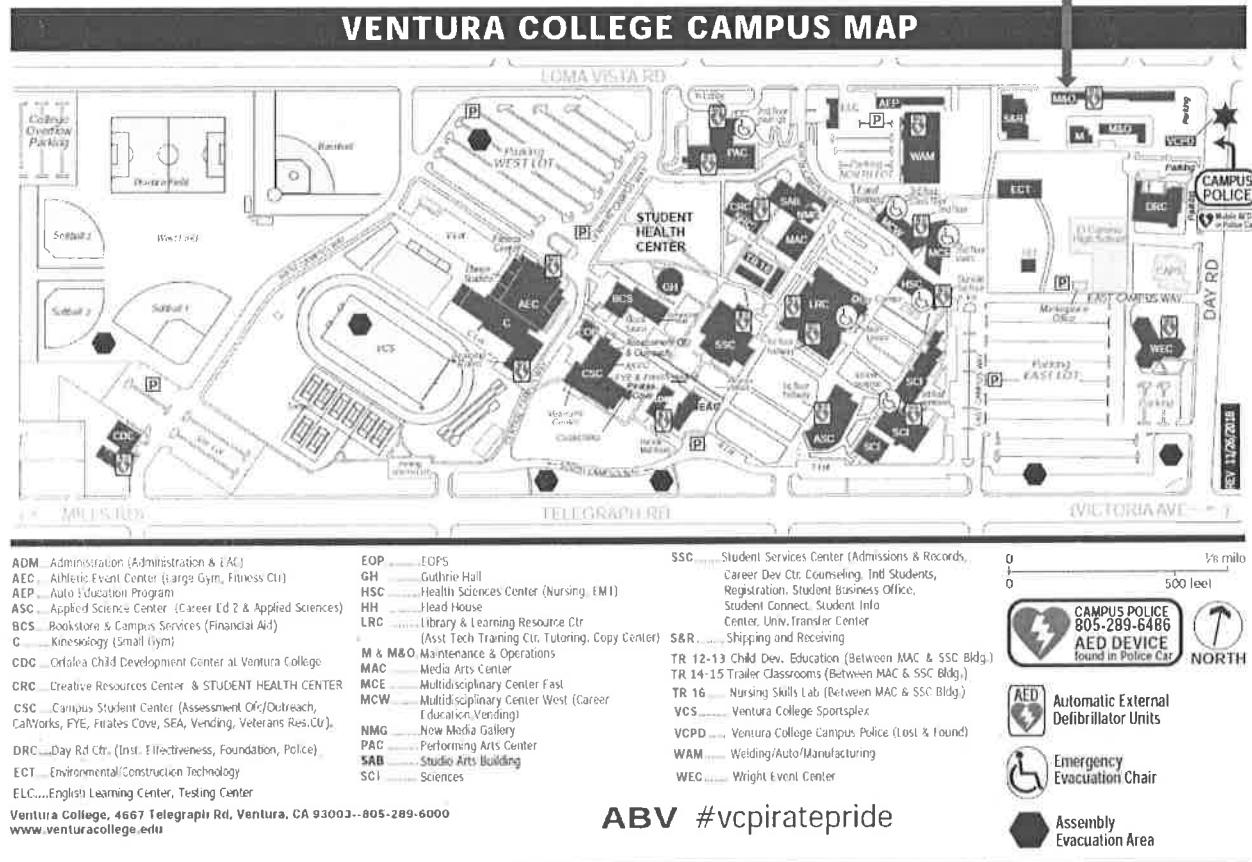
OC | Oxnard College | 4000 South Rose Avenue Oxnard, CA 93033 | oxnardcollege.edu | 805.478.5800

Oxnard College

Oxnard College

Ventura College- Maintenance and Operations 4900 Loma Vista Rd, Ventura CA 93003

Ventura College



**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
RFP GENERAL INSTRUCTIONS TO RESPONDERS SUBMITTING A RESPONSE**

1. **Definitions:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a. **“Request for Proposal” (RFP)** means an offer, made in response to a solicitation, to perform a contract for services, information, labor or to supply goods or materials at a specified price.
 - b. **“Responder(s)”** means a **VENDOR** who submits a proposal 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. **RFP Packet:** The RFP Packet consists of the following: Cover Letter, General Instructions, Special Conditions RFP Specifications, Subcontractor List and Draft Contract Documents for review and Pricing Forms.
3. **RFP Proposal:** RFP 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 RFP.
 - b. Should a Responder find discrepancies and/or omissions from the drawings or documents, or should be in doubt as to meaning, the Responder should contact the Purchasing Specialist listed in the RFP Packet. All inquiries will be answered in writing and distributed to all Responders in the form of addenda to the RFP. 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 RFPs. Inquiries affecting RFPs will be answered in writing and distributed to all Responders in the form of addenda to the RFP.
 - c. All addenda or bulletins issued during the RFP period are to be considered part of the RFP and be included in the RFP proposal.
 - d. RFP 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 RFP Packet. Each envelope shall bear the Number of the RFP, Title of the RFP and the Name of the Responder. **No electronic (e-mail) or fax RFPs or amendments to RFPs shall be accepted.** All RFP proposals must include a signed and dated RFP Form to be eligible for consideration. RFP Form must be signed by a responsible officer of the Bidding Company in order to be considered.
4. **Delivery of Addenda and Proposal:** It is the responsibility of the Responder to verify that their RFP has been received by the District’s Purchasing Department prior to the RFP opening. Verification of receipt can be made through the Purchasing Agent/ Buyer listed in the RFP Packet.
5. **Specifications:** The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Responders. 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. RFP 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 RFP specifications. The District, for inspection and specification testing, may require samples of RFP 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 RFP. Samples, if not destroyed by tests, and if requested, will be returned at the Responder's expense. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

6. **Questions:** Questions will be answered via Addenda per the time line listed in the RFP. The deadlines posted in the cover letter and future addenda will supersede any other stated deadline for questions and responses stated in these documents.
7. **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 RFP. Unless otherwise specified, the Responder(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 RFP. Where specific authorization is granted to ship goods FOB Point of Origin, Responder(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.
8. **Contract Renewal:** The term of the contract as stated in RFP 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. Responder 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. **(not applicable)**
9. **All Terms and Conditions in Section 0800 Special Conditions apply to this RFP.**
10. **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. Responder must comply with such provisions before commencing the performance of the work of this Contract.
11. **References:** Responder may be required to provide a reference list of current customers using materials, goods or services similar to those specified in the RFP.
12. **Withdrawal of RFP:** RFP proposals may be withdrawn by the Responder prior to, but not after the scheduled opening by notifying the Purchase Specialist listed in the RFP Packet. It shall be at the sole discretion of the District to allow Responder to withdraw a RFP. If evaluation and award of the RFP will be based on award of "all or none" of the items or services, the withdrawal must be for the entire RFP. If the evaluation and award of the RFP 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.
13. **Opening of RFP Proposals:** RFP proposals will be opened and read at or shortly after the time set in the advertised Notice Inviting RFPs, unless otherwise stated in the RFP Packet. Responders or their representatives, and other interested persons, may be present at the opening of RFP proposals. RFP proposals that arrive after the time set for RFP opening will be returned to the vendor unopened and considered non-responsive.
14. **Responder Interested in More Than One RFP:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one RFP for the same work unless alternate RFPs are specifically stated.
15. **Award or Rejection of RFPs:** The RFP, if awarded, will be awarded Responder by total RFP in compliance with these instructions to the response meetings the highest score, see proposal for scoring guidelines. All items in a section must be completed for a section to be considered for award, unless otherwise stated. In the event that this RFP 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 RFPs per Education Code § 81645. The competency and the responsibility of Responder will be considered in making the award of RFP. Prior to RFP award, the District may require the Responder 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 RFP of any Responder 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 RFPs or alternates and waive any informality or irregularity in the RFP or in the response. All or part of the RFP may be for one or more colleges.

16. **Form of Contract:** The form of contract which, the successful Responder will be awarded is a District Purchase Order referencing RFP specifications and other contract documents shown in Draft form for your review.
17. **Bonds:** This RFP is intended for a large District wide Emergency Notification System Solution at all locations, see information for locations.
18. **Hold Harmless:** The Responder shall hold the Ventura County Community College District, its officers, agents, servants and employees harmless from liability. The Responder 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 Responder further agrees to assume all expenses and damages arising from such claims, suits and proceedings.
19. **Anti-Discrimination:** Responder 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 Responder further agrees to comply with all applicable Federal regulations and California Fair Employment Practice Act.
20. **Invoices and Payments:** Unless otherwise specified, the Responder 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 Responder shall list separately any taxes payable by the District.
21. **Default by Responder:** The District shall hold the successful Responder responsible for any damage, which may be sustained because of the failure or neglect of Responder to comply with any terms or conditions listed herein. In the event of a breach by the Responder of any of the provisions in the RFP or subsequent contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and/or written notice to the Responder.
22. **Independence of RFP:** Unless the Responder is furnishing a joint RFP, by submitting this RFP, Responder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
23. **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 RFP under the same terms and conditions stated in this RFP.
24. **Warranty:** Unless otherwise specified, the warranties contained in this contract begin after acceptance of merchandise has occurred. Responder will include all written information on any warranty provided by Responder or the manufacturer.
25. **Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Responder shall submit to the Purchasing Specialist, the "Responder 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 Responders and/or their agents during a public meeting if they have not followed this procedure.

26. Rehabilitation Act of 1973-508 Compliance:

Section 508 is part of the federal law known as the Rehabilitation Act of 1973. Amendments to the Rehabilitation 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, RFP, 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 assessibility 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 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, Purchase Order and/or Agreement.

- 27. Technology Clause:** This request for RFPs seeks to address the rapid advances in technology. As technology advances, it is understood that the improved or enhanced components/products may supersede 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 RFP are included under the general umbrella of compatible product lines and are thus specifically included in this RFP document.
- 28. 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.
- 29. Security/Bond:** The District reserves the right to request Responders Security/Bond if stated in the RFP documents.
- 30. RFP Documents:** Any conflicting language in the RFP documents will be decided at the discretion of the District.

End

SPECIAL CONDITIONS

1.01 Contract Time Terms and Conditions

A. Substantial Completion of the Work and Final Contract Documents. Final Contract Documents will be finalized with the Recommended Vendor. Draft (Sample) documents are included in this RFP packet for your review. The Work shall be commenced on the date stated in the Notice to Proceed issued by the District to the Contractor. The recommended Vendor may start planning work with the Associate Vice Chancellor of Information Technology once notified, however, award is dependent on final Board Approval and completion of final RFP contract documents with milestones and terms and conditions.

a. Milestones and Completion Dates. Notwithstanding any provision of the Contract Documents to the contrary, Contractor shall sequence and coordinate the work so that portions of the work are completed as required by the Work Segment Plan in accordance with the following interim start and completion dates per final time line developed between Ventura County Community College District and Awarded Vendor.

b. Liquidated Damages. Delayed Substantial Completion of the Work. The Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Substantial Completion of the Work within the Contract Time as indicated in final agreement and timeline. Liquidated Damages shall be at the rate of Five Hundred Dollars (\$200) per calendar day until Substantial Completion of the Work is achieved, per agreed upon timeline scheduled after award of contract.

Delayed Submittals and Cumulative Assessment of Liquidated Damages. The per day assessment of Liquidated Damages for Contractor's delayed submission of Submittals pursuant to Article 4.8.2.1 of the General Conditions is One Hundred Dollars (\$100) per calendar day per Submittal until the required Submittal is submitted.

If the Contractor fails to timely delivery the Submittals, fails to achieve Final Completion of the Work Segments as set forth herein, or fails to achieve Substantial or Final Completion of the Work, the Contractor shall be subject to assessment and withholding of Liquidated Damages in the amounts set forth above for each such portion of the Work which is not timely delivered or completed within the time allocated for each portion of the Work.

1.02 Insurance

A. Insurance Provided By Contractor. Pursuant to Article 6 of the General Conditions, the Contractor shall provide and maintain the following insurance coverage amounts as set forth below:

1. Workers Compensation Insurance
In accordance with limits established by law.

- | | | |
|----|--|--------------------------------|
| 2. | Employers Liability Insurance | \$1,000,000 |
| 3. | Commercial General Liability Insurance
Per Occurrence
Aggregate |
\$2,000,000
\$5,000,000 |
| 4. | Automobile Liability Insurance | \$1,000,000 |
| 5. | Builders Risk Insurance
In an amount equal to 110% of the original Contract Price. | |
| 6. | Excess Products and Completed Operations | \$2,000,000 |

B. Insurance Provided by Subcontractors.

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

- | | | |
|----|--|--------------------------------|
| 1. | Workers Compensation Insurance
In accordance with limits established by law. | |
| 2. | Employers Liability Insurance | \$1,000,000 |
| 3. | Commercial General Liability Insurance
Per Occurrence
Aggregate |
\$1,000,000
\$2,000,000 |
| 4. | Automobile Liability
Bodily Injury/Property Damage Per Occurrence |
\$1,000,000 |

1.04 Drawings and Specifications.

The number of sets of the Drawings and Specifications, which the District will provide to the awarded Contractor one (1) set of reproducible specifications with plans in hard copy or digital.

1.05 Number of Contract Documents.

The number of executed copies of the Agreement is two (2); the number of Performance Bonds and Payment Bonds required is one (1) by the awarded vendor.

1.06 Security.

In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

- A. Locked Door Policy.** No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.

1.07 Working Hours.

The working hours for this Contract shall be 7:00 a.m. to 7:00 p.m. Monday through Friday. Saturday/Sunday work requires written notification to the District.

Work hours are subject to standard construction hours per the Ordinance set by the **City of Camarillo, Oxnard, Ventura and Moorpark, CA**. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. At the District's request, Contractor shall modify the working hours for the Contract without adjustment of the Contract Time or Contract Price. (Reference General Conditions Article 7.2.1)

1.08 Temporary Electric Power.

Provide temporary electric power as necessary for execution of work. The Contractor will arrange distribution service point for electric power with the College Director of Maintenance. Contractor shall provide meters, necessary wiring, switches, receptacles, etc., and make connections to distribution points. Contractor is to pay all costs for temporary electric power.

1.09 Temporary Lighting.

Provide lighting and outlets in temporary structures and wherever necessary for proper performance and inspection of work. If operations are performed during hours of darkness and whenever District deems natural lighting insufficient, provide adequate floodlights, clusters, and spot illumination, as required to facilitate reading of drawings and specifications. Make arrangements with subcontractors for electric services and lighting as necessary in performance of their work. Contractor is to pay for all temporary lighting.

1.10 Temporary Telephone and Fax Service.

Provide maintain and pay for duration of work, for temporary telephone and fax service including installation, maintenance and removal for construction needs.

1.12 Drinking water shall be available in the Construction trailer.

1.13 Temporary Gas.

Provide temporary gas service as necessary for execution of work. Contractor shall connect gas service to new meter in an approved manner. Gas used and all other costs including installation, maintenance and removal of temporary meter shall be paid by the Contractor.

1.14. Temporary Offices (Construction Trailers).

1.14.1 Prior to starting work, provide and maintain for duration of operations, separate temporary office facilities as required for Contractor's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work.

1.14.2 The office shall be conveniently located in area as directed by the District, substantially and neatly constructed, weather-tight, well lighted, and neatly painted inside and out. The office shall be heated and cooled. It shall have doors, which are separately keyed, and two or more windows on opposite sides.

1.15 Temporary Office (Contractor's Trailer).

1.15.1 Prior to starting work, provide and maintain for duration of operations, temporary office facilities as required for Contractor's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work.

1.15.2 The office shall be a separate structure. The location of the office trailer will be determined at the time of mobilization to be acceptable to the District. The office structure shall be substantially and neatly constructed, weather-tight, well lighted, and neatly painted inside and out. The office shall be heated and cooled. It shall have doors that are separately keyed and two or more windows on opposite sides.

1.15.3 The facilities for Contractor's use shall be not less than described herein. The facilities shall be of suitable size to accommodate the office, and shall be furnished with whatever facilities the Contractor needs.

1.15.4 Costs of the field office and utilities, including cleaning service not less than once per week, shall be borne by the Contractor.

1.20 Temporary Scaffolding, Stairs, and Hoists.

Provide and maintain for duration of work, in accordance with CAL-OSHA and applicable laws and ordinances, all required temporary standing scaffolding, and temporary stairs, ladders, ramps, runways and hoists for use of all trades, unless otherwise specified in Contract Documents.

1.21 Temporary Guards, Barricades, and Lights.

1.21.1 Provide construction canopies, barricades, fences, guards, railings, lights, and warning signs necessary and required by law, and take necessary precautions required to avoid injury or damage to any and all persons and property.

1.21.2 Provide and maintain protective fences and barricades as shown on drawings and as Contractor may deem necessary to protect construction yard, storage areas and work in place, subject to approval as to type and appearance. Hog wire fencing is not acceptable. Remove all temporary fences and barricades upon project completion.

1.22 Protection of Work and Facilities.

1.22.1 Protect all adjacent property, roads, streets, curbs, shrubbery, lawns, erosion control materials and planting during construction operations. All damaged material shall be replaced and/or repaired at the expense of the Contractor.

1.22.2 Upon completion deliver the entire work to the District in proper, whole and unblemished condition. Work outside of the immediate construction site shall be restored to a whole and unblemished condition immediately upon completion of that portion of the work.

- 1) Parts of work in place that are subject to injury, because of operations being carried on adjacent thereto, shall be covered, boarded up, or substantially enclosed with adequate protection.
- 2) The Contractor shall be responsible for preventing the overloading of any part of the facilities beyond their safe calculated carrying capacity by the placing of materials and/or equipment, tools, machinery, or any other items thereon.
- 3) The District may provide such watchman services deemed necessary to protect the District's interest, but any protection so provided by the District shall not relieve the Contractor of the responsibility for the safety and condition of the work and material until the completion and acceptance thereof. The Contractor shall employ such watchman services as he may deem necessary to properly protect and safeguard the work and material.

1.23 Special Controls.

1.23.1 Use of Powder-Driven Fasteners: The use of powder set (cartridge type) anchors or lugs for attaching of any work is strictly prohibited on this project unless approved in writing by the District.

1.23.2 Use of Explosives: Blasting will not be permitted unless approved in writing by the District.

1.23.3 Dust Control: Throughout the entire Contract period, effectively dust-palliate the working area, roads, and storage areas constructed under this Contract and involved portions of the site, except during such periods that other contractors may be performing work of separate contracts in these areas. Such application shall consist of intermittent watering and sprinkling of such frequency as will satisfactorily allay the dust during all hours that work is being performed. At no time shall water be allowed to pond or puddle. Ponds and puddles shall be removed immediately and steps taken to remove or dry the mud resulting from the ponds or puddles.

1.24 Water Control.

Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the District.

1.25. Project Identification.

Provide and maintain one sign only on the property at location as directed by the Construction Manager (CM). Signboard shall contain information and be of size as detailed on the drawings. Small direction signs may be installed if specifically approved by the CM. Signs by subcontractors and material suppliers will not be permitted.

1.26 Contractor Vehicles on Campus.

Contractor's vehicles shall be restricted to access routes established by the District.

Parking of Contractor's employees' vehicles will be limited to areas as established by the District, not necessarily adjacent to the site.

1.27 Removal of Temporary Construction.

Remove temporary office facilities, toilets, storage sheds, fences, and other construction of temporary nature from site as soon as progress of work permits. Recondition and restore portions of site occupied by same to a condition acceptable to District.

1.28 Use of Facilities.

The Contractor and subcontractor shall not, during hours of construction or at times when they are on site to perform work under the contract, use any of the campus facilities, including but not limited to, the restrooms, phones and roadways and the like without prior permission of the campus M & O Director at each site.

1.29 Damages.

The Contractor shall be responsible to report and repair, at no additional cost to the District, any damage to College property caused by Contractor, Contractor's employees, Subcontractors, material suppliers, or any other persons or entities, which are onsite as a result of the Contract and work there under. Contractor shall notify the District Project Manager in writing within four (4) hours of the occurrence, and provide a description of the damage and the exact location. The Contractor shall immediately contact the M&O Director, the Project Manager and IOR, and immediately repair the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repairs shall be performed by the Contractor until such time as the District representative has inspected the work and provided the Contractor with written approval to cover the work.

1.30 Waste Management.

Contractor shall not use the campus dumpsters, or dispose of waste or any other items, on Campus.

1.31 State and College Regulations

The Contractor and his Subcontractors shall comply with all District, City, County and State regulations regarding noise, dust, smoke, fire and safety rules, and shall keep the site and surrounding areas clean and free of debris.

1.32 Drawings and Plans.

The terms "drawings" and "plans" are used interchangeable in the Contract Documents and have the same meaning.

1.33 Approval for Commencement of Work.

The Contractor shall obtain approval from the Director of Maintenance & Operations, before commencing work in any existing occupied area, or before working on existing piping, wiring, or equipment. The Contractor shall indicate the particular area where work will be in progress and the length of time any existing system will be out of service. This work is to be scheduled in such a manner so as not to disrupt present operations, where possible. If new construction requires interruption of present operations, the Contractor shall obtain approval from the parties named above, after providing them with specific information regarding areas, dates, hours of the day, and number of hours any

interruption is expected to take place. All interruption of services shall be approved by the District, in writing, prior to such interruptions and at the sole discretion of the District. The Contractor shall perform such work on weekends, after regular working hours, or in incremental blocks of time as directed by the District, at no additional cost to the contract price. Work performed as herein described shall not be a basis for an extension to the contract time for completion of all work.

1.34 Verify Existing Conditions.

The Contractor shall verify, identify and locate all utilities (above and below grade, visible and concealed), and all conditions and dimensions of the Work as described in the Contract Documents, prior to starting construction. All Subcontractors shall verify at the Site all conditions and measurements related to their work.

1.35 Scaling Dimensions from Drawings.

In no case shall working dimensions be scaled from plans, sections, or details from the Working Drawings. If no dimension is shown, the Contractor shall request in writing that the District provide clarification and dimensions.

1.36 Similar Conditions.

The intent is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and as necessary for a complete installation. References of notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specified as different. Any deviation must be approved in writing, by the District, prior to incorporation into the work.

1.37 Handicap Access Regulations.

The Contractor and all Subcontractors shall comply with Title 24, Disabled Access Regulations and ADA, Americans with Disabilities Act Regulations, whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, barrier-free paths of travel shall be maintained by the Contractor, without adjustment to Contract Price or Contract Time.

1.38 Items marked "N.I.C." (Not in Contract).

Items marked N.I.C. in the Drawings are not part of the Work. In most instances, they are included for coordination under this Contract of the Work with concurrent or future work outside this contract. However, the Contractor shall review all items marked N.I.C. and provide the District notice and deadline dates of when the items are needed onsite for coordination and incorporation into the project. Failure by the Contractor to give notice to the District and to provide such notice in sufficient time so as to allow District to select, order and receive the items shall not be the basis for delay claims, time extensions, or increased cost to the contract price.

1.39 Coordination for all Trades.

The Contractor shall be responsible for the proper location and size of openings for all trades, and shall coordinate all construction as indicated by the Contract Documents, including Shop Drawings reviewed by the District.

1.40 Items Not Identified in Construction Documents.

Any conditions or installations not identified in the Contract Documents and affecting the Work to be performed shall be brought to the attention of the District in order that cost and responsibility for any added work may be determined before work is undertaken. The Contractor's notice to the District of such installations or conditions shall be in writing. Pending receipt of written direction from the District, the Contractor shall not disturb or perform construction operations in any area affected by such installations or conditions.

1.41 Vehicular Access and Parking.

Construction, which might affect existing College vehicular access and parking, shall be scheduled during non-school hours. The Contractor shall immediately vacate any area if Contractor's operations or activities curtail vehicular access to the campus or to parking. Fire Department vehicular access to and around the construction area shall be maintained at all times by the Contractor clear of obstruction. Contractor shall provide keys to all gates to local Fire Department and District representatives for gate access.

1.42 Right of Access.

The District, or its representative(s), shall be able at all times to enter the construction site and observe the work. They shall have the right to reject defective materials and workmanship and to require appropriate corrections at the Contractor's expense. The Contractor shall not be relieved of any responsibility under this contract to provide materials and equipment in accordance with the Contract Documents for failure by the District representatives to discover, or otherwise bring to the attention of the Contractor, any deficiencies with the work.

1.43 Restoration of Existing Conditions.

The Contractor shall restore all landscaping, paving, and grading to the original condition at all areas adjoining the construction sites. Prior to performing any work on the project, the Contractor shall, at his sole expense, locate and mark the locations of all components of the irrigation systems which will, or may be, affected by or interfere with work under the contract. The Contractor shall meet with the Facilities Planning & Construction Office/Director of Maintenance & Operations Office to develop a plan and schedule to expose and rework the irrigation system as necessary to maintain continuous uninterrupted functioning of the irrigation system. In the event that irrigation lines, sprinklers, control wiring or the like are damaged, the Contractor shall notify the District Project Manager/Director of Maintenance & Operations Office representative within one (1) hour, and within four (4) hours of the occurrence provide a written description of the damage and its exact location. The Contractor shall immediately repair the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repair shall be performed by the Contractor until such time as the Facilities Planning & Construction Office/Director of Maintenance & Operations Office representative has inspected the work and provided the Contractor with written approval to cover the work.

1.44 Municipal Laws and Regulations.

The Contractor shall have full knowledge of, and at no additional cost to the contract comply with, all laws and regulations including, but not limited to, limitations on noise, hours of operation, hauling routes or limits on weight of equipment traveling on adjacent streets, and any other limitations which might affect the Contractor's work and operations.

1.45. Weekend Hours.

The contract time is expressed in calendar days. The Contractor may perform work, with prior notification on weekends or holidays, by mutual agreement with Ventura County Community College District. Should it be necessary for inspectors, District personnel, consultants, or Project Manager to visit the work site on weekends or holidays, additional cost, if any, shall be reimbursed to the District by the Contractor. The District, at its sole discretion, may direct certain portions of the work to be performed after hours, or on weekends or holidays, in order to minimize interruption to the academic operations of the College. The Contractor shall reflect in his Progress Schedule all work, which may impact academic operations, and at Contractor's sole expense, and as directed by the District, perform all work at times convenient to the District.

1.46 Testing and Inspection Costs.

1.46.1 All costs for testing and inspection shall be paid by the District. However, the Contractor shall be responsible for all costs incurred for re-testing that may be required due to failed tests. Upon receipt from the Contractor of a Progress Schedule in accordance with the Contract Documents, the District shall provide a copy of the Progress Schedule to the Testing Laboratory and obtain from them a cost to perform all necessary inspections for the project based on the timeframes set forth in the Progress Schedule. The Contractor shall reimburse the District for quantities, which exceed the scheduled amounts of time.

1.46.2 If the Contractor uses a fabricator or supplier subject to DSA inspection or documentation from beyond a 100 mile radius of the Project Site, costs above and beyond those for the same inspections and documentation were it to occur within a 100 mile radius of the Project Site, including, but not limited to, out of state tests and inspections, per diem, travel, or the like, will be paid by the District and the District shall be reimbursed by the Contractor upon submittal by the District to the Contractor of the costs incurred.

1.47 Needless Requests for Information.

Any needless Request for Information (RFI) will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts. A needless RFI is any request for which an answer is in the plans or specifications, or Contract related correspondence, prior to the date of the RFI. Needless punch list visits will be billed in the same way.

1.48 E-mail Address.

All parties shall have an Email address and be responsible for all correspondence distributed via E-Mail. No Exceptions!

1.49 Service Charges.

Electrical, water, telephone, and other utility charges will be billed to the contract at the same rate paid by the Ventura County Community College District (VCCCD).

1.50 Material Substitutions.

Any and all material specification substitutions must be submitted to the District for approval no later than seven (7) days prior to the RFP due date. Any substitutions submittal after that date will not be accepted or reviewed.

1.51 Electronic Schedule Files.

Pursuant to the requirements of the General Conditions under Article 7, the Contractor shall provide copies of project schedules submitted to the District on paper, including but not limited to, weekly, semi-monthly & monthly schedule updates, on compact discs, in the proper file format to function in the scheduling program provided by the Contractor to the District as required under Article 7 of the General Conditions.

1.52 Changes to the Work for Contractor Convenience.

Any changes to the Work resulting from a request by the Contractor to deviate from the approved Contract Documents or as a result of the Contractor not following the Contract Documents that requires additional architectural or engineering services, including but not limited to document submittal to the Division of State Architects (DSA), will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts.

1.53 Mark-ups on Changes to the Work.

In the event of Changes to the Work, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Twenty Percent (20%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. However, in the event that Contractor self-performs the entirety of the Change, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Fifteen Percent (15%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. In addition, the mark-up shall include the actual, direct cost of the bond for such Change, not to exceed **Two Percent (2%)** of the direct, actual costs of the performance of the Change.

The foregoing limitation or mark-up shall apply regardless of the number of subcontractors, of any tier, performing any portion of such additive Change to the Work. In the event that the Work of such additive Change is performed in part by a subcontractor, Contractor agrees to allocate at least Ten Percent (10%) to such subcontractor, with no more than Five Percent (5%) to be allocated to the Contractor. In the event the Change is deductive, the District shall receive a credit equal to the value of the direct actual costs of the Work of the deductive Change plus Zero (**0%**) of such direct actual costs for all general conditions, overhead (including home and field office overhead), profit and bond.

1.54 Inclement Weather Days.

Pursuant to Article 7.4.1 of the General Conditions, the number of Working Rain Days (including inclement weather) for this Contract is Thirty Five (35) days.

1.55 District's Project Manager.

District Project manager is Dan Watkins, Assoc. Vice Chancellor
761 E Daily Dr., Suite. 200, Camarillo, CA 93010. 805-652-5577

[End Of Section]



Ventura County Community College District
761 E Daily Dr., Ste. 200, Camarillo, CA 93010 - TEL: 805-652-5559

REQUEST FOR PROPOSAL #578

Ventura County Community College District Emergency

Notification System

Due: 3:00, Tuesday, May 14, 2019

Proposal Information

Ventura County Community College District (VCCCD) is requesting proposals for an Emergency Notification Solution per the information and requirement listed in the following pages. It is mandatory that prospective vendors/ responders attend a Pre-Meeting and a two day site-walk covering all locations. Please complete the Non-Disclosure Agreement / Registration Forms on our Website at <https://purchasing.vcccd.edu/> click "Current". Plans for this RFP can be requested once we receive a complete Non-Disclosure Agreement and Registration form.

Instructions for Submitting Questions and Proposals

RFP E-mail Contact	Lisa Sorensen, Purchasing Specialist Tel: 805-652-5559 / E-mail: lsorensen@vcccd.edu
Submittal Address	VCCCD Purchasing Department Attn: Lisa Sorensen 761 East Daily Drive, Suite 200, Camarillo, CA 93010 RFP 578 Ventura County Community College District Purchasing Office
Submittal Copies	One (1) Original copy clearly marked "Original" and One (1) Thumb drive with Original copy
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: Request for Proposal Number and Name of Project Name of Your Company Address Phone Number E-mail or fax proposals will not be accepted
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the vendor.

Ventura Community College District reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of Ventura County Community College District.

Project Overview

General Purpose and Scope of RFP

The Ventura Community College District (VCCCD) is seeking proposals for an integrated Emergency Notification Solution (herein referred to as "ENS") for the VCCCD three (3) colleges, three (3) remote sites and the District Administrative Center. The ENS shall be used to notify VCCCD students, faculty, staff, and visitors of emergency incidents rapidly and enable them to respond quickly and safely to any emergency incidents with the objective of distributing information to anyone, anywhere, anytime, on multiple devices at each VCCCD location.

The integrated ENS solution will provide notification to computer monitors, digital signage, the Skype for Business phone system, a digital and auditory display unit in each classroom and/or hallways where applicable, outdoor speakers, SMS, email, and voice messages. Additionally, it will provide a means for campus security to quickly identify and respond to personal safety incidents. VCCCD would be interested in implementing the digital and auditory display unit solution in each location that has the infrastructure in place to support the requirements (cabling, POE, switching, UPS, etc.) and partner with the selected vendor on upgrading the network infrastructure where needed.

The goal of the ENS is to:

- Improve safety and security
- Protect student and staff
- Speed – deliver emergency messages instantly
- Perform reliably
- Provide integration and supportability

The District is requesting pricing and warranty offerings for the following solution types and deployment models:

- Off-premise and on-premise servers
- Off-premise software (Software as a Service) - hosted/shared
- Data to be owned by the District in both models.
- On-premise devices
- Integration services

Proposers may include proposals for all options. Proposers must provide detailed description of pricing models for on premise and/or off premise (cloud-based) configurations.

About Ventura County Community College District

Ventura County Community College District (VCCCD) is a public community college district serving residents throughout Ventura County. VCCCD's three colleges - Moorpark College, Oxnard College, and Ventura College - offer programs for transfer to four-year colleges and universities; career technical training; basic skills instruction; as well as community service, economic development, and continuing education for cultural growth, life enrichment, and skills improvement. In spring 2017, VCCCD served 30,876 students. The colleges are accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges, an institutional accrediting body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.

VCCCD Mission

The District is a critical educational bridge for students from high school to higher education and from student to a career. Our mission is to provide students, in our diverse community, with access to comprehensive quality educational opportunities that support student learning and student success.

Background

Current ENS Environment:

- Blackboard Connect - used to send out emergency texts and emails to district employees and students.
- Regroup - used to send more targeted messages in the student services areas.
- Rave Panic Button - Ventura College has implemented this opt-in mobile application.
- Outdoor Speakers - Each main campus has an outdoor analog speaker system that has been problematic with volume control, noise pollution, and sound clarity.
- Airista (RTLS) – Oxnard College has deployed an emergency badging system for faculty and staff that tracks users and has a panic button feature that notifies campus police.

VCCCD will provide interested registered vendors with extensive low voltage plans that include an in-depth assessment of each site, building, floor plan, cabling, IDF, MDFs, etc. and our cabling specification documentation.

Each campus has an extensive Aruba wireless infrastructure with a mix of Aruba switch models (3810, 2930F, 2930M).

Scope of Services

Scope

The VCCCD Emergency Notification Solution (ENS) must be fully networked, large-scale enterprise solution that is highly flexible and scalable and that allows for growth as requirements change over time. The ENS must be designed to support all VCCCD Districtwide administrators, staff, faculty, students, guests, (parties); classrooms, facilities both on and off site prior to, during and after crisis or emergency. The solution must be available to initiate and deliver notifications 24 hours a day, 7 days a week, and 365 days a year.

The VCCCD ENS must be delivered:

- In-the-building
- Out-of-the building
- On and off-campus targeted recipients

The ENS must allow for Application Programming Interfaces (API's) to bridge different technologies. It must be easy to use, open standards based, interoperable between different providers that can communicate across emergency communication networks. The solution must accept output from the Banner Oracle database alleviating the need for data entry.

The VCCCD ENS solution shall be designed to support the following:

1. Districtwide
 - a. Disseminate Districtwide emergency information
 - b. Reduce costs and increase administrative efficiency
2. Campus-wide

- a. Security/Safety: emergency communications and instruction, lockdowns or evacuations (virtually automated procedure) conditions associated with natural, technological and manmade disasters such as:
 - Fire
 - Earthquake
 - Severe weather-related
 - Active Shooter incidents
 - HazMat (hazardous materials, dangerous goods)
 - Power outages
3. Instant Messaging/Paging
 - a. Instant messages and paging, updates and alerts shall be easily disseminated to VCCCD parties instantly. Message should come to the forefront of device.
 - b. Ensures parties are up-to-date with latest emergency information
4. Upgraded Network Infrastructure
 - a. Network drops and cabling installed where required to support solution location designs. Potential for additional drops and cabling where needed for future growth.
 - b. Switch recommendations, configuration, and implementation support for POE devices
 - c. UPS recommendations, configuration and implementation support to support infrastructure redundancy.
 - d. Specify if separate electrical circuits are required.

General Information

Mandatory Pre-Proposal Conference

Attendance at a **Mandatory Pre-Proposal Conference and two day site-walks** is required to provide all proposers with the opportunity to better understand the intent and scope of this RFP. It will be conducted at:

Ventura Community College District
 Thomas G. Lakin Boardroom
 761 East Daily Drive
 Camarillo, CA 93010

Dates: Pre-Meeting and Site Walk to District Building and Moorpark College, 8:30 am, Thursday, April 11, 2019. Day 2 will cover Oxnard and Ventura College, starting at Oxnard College 9:00 a.m., Friday, April 12, 2019. At this time we do not anticipate visiting the Fire Academy, Oxnard College Marine Center or Ventura College East Campus unless there is an overall interest at the Pre-proposal Conference. All sites are listed on the RFP plans.

Locations:

District Administrative Center (Day 1 Site Walk)
 761 East Daily Drive
 Camarillo, CA 93010

Moorpark College (Day 1 Site Walk)
 7075 Campus Road
 Moorpark, CA 93021

Oxnard College (Day 2 Site Walk)
 4000 South Rose Avenue
 Oxnard, CA 93033

Oxnard College, Fire Academy (Plans will be provided)
 104 Durley Avenue
 Camarillo, CA 93010

Oxnard College, Marine Center (Plans will be provided)

353 Santa Monica Drive
Channel Islands Beach, CA 93035

Ventura College (Day 2 Site Walk)

4667 Telegraph Road
Ventura, CA 93003

Ventura College, East Campus (Plans will be provided)

957 Faulkner Road Unit 106
Santa Paula, CA 93060

During the Pre-Proposal Conference, the District will provide an overview of its RFP intent and process. No information communicated verbally shall be binding upon the District unless confirmed by written addendum to the RFP. This conference will be two days and include entire job walks at each site. The pre-proposal conference may be recorded. **Proposers who do not attend this Mandatory Pre-Proposal Conference will not be allowed to submit proposals to this RFP.**

Rights in Data

All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the District.

During the term of this Agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.

Protection of Proprietary and Confidential Information

The District's Proprietary and Confidential Information is defined as Personally Identifiable Information (PII) and data, including but not limited to, financial information transacted through this agreement. The Contractor is authorized in performing the services set forth in Section 1 to use VCCCD's proprietary and confidential information provided that:

A. Contractor acquires only the right to use the Proprietary and Confidential Information for the purposes of carrying out its obligations pursuant to this Agreement and does not acquire any ownership rights or title in or to the Proprietary and Confidential Information of VCCCD.

B. Contractor agrees to take all reasonable steps and the same protective precautions to protect the Proprietary and Confidential Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Proprietary and Confidential Information of the other party in any form to any person, except to its bona fide employees, officers, directors, or third parties whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary and Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this section with respect to the Proprietary and Confidential Information.

C. The Contractor accepts full responsibility for the acts or omissions of its employees, officers and agents with respect to Proprietary and Confidential Information; and Contractor shall defend, indemnify and hold harmless VCCCD, its Board of Trustees, officers, employees and agents against any and all losses or damages suffered by VCCCD arising from and/or in connection with any breach of confidentiality or inappropriate use of any proprietary and confidential information.

Accessibility Requirements for Electronic or Information Technology

The Contractor 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, and its implementing regulations. Contractor agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Contractor further agrees to indemnify and hold harmless the District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement."

Proposal Format and Content

General

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. This RFP and the vendor's successful proposal response will become a part of any contract that is executed as a result of this RFP. Any proposal attachments, documents, letters, video-taped scripted demonstrations and materials submitted by the proposer shall be binding and will be included as part of any final contract. Promotional material will not be considered in awarding a contract and should not be included.

Proposal Content

The District is requesting proposals for Emergency Notification Solution and the implementation services needed to support the proposed notification solution. Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal and subsequent evaluation process:

- The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.
- Any materials that a vendor feels are needed to provide clarity to their proposal should be included as appendices in their proposal.
- Elaborate proposals in the form of brochures or other presentation materials beyond that necessary to present a complete and effective proposal are not desired and should not be included and will not be evaluated.

The following pages describe the Response Format for each section. Vendors MUST respond as requested. Any deviation from this defined format may cause the vendor's proposal to be non-responsive, causing the proposal to be rejected. For example, the VCCCD pricing spreadsheet included with this RFP must be the only pricing documents that are delivered by the Proposer and they must comply with the District's formatting directions. Providing this information within any document other than the Pricing Proposal or within a PDF or a copy protected spreadsheet would constitute a breach of response format, causing the vendor's entire response to be considered non-responsive.

Response Format: Section 1: Pricing , References, Functional and Technical Requirements

Part A –Pricing and References

1. Response to **Exhibit A:** Signature Authority Affidavit and Pricing Matrix

Pricing Instructions

The District is requesting pricing and warranty offerings for the two deployment models: Cloud and Hybrid, using the VCCCD Full Time Equivalent Students (FTES) numbers as reported by the California Community Colleges Chancellor's Office (CCCCO), a pricing model used by VCCCD.

2. External hosted (cloud-based) environment

3. Hybrid of both internal and external hosted environment

Proposers may include proposals for both options with detailed description of pricing models for both on premise and/or off premise (cloud-based) configurations.

The Proposer shall provide an itemized list of all costs related to the implementation of proposed solutions for a fully-functional solution that incorporates all the requirements described in this RFP. Pricing shall include 3-year contract with additional annual option. It must include (but not limited to) all system software, communications, project management, implementation/installation, integration, maintenance, training, and documentation. The pricing models for COMPLETE working ENS shall include:

- FTES (as reported by CCCCCO)
- Data Connection from VCCCD Banner
- Testing to verify performance – Quarterly each year

The Proposer shall include a listing of all assumptions and exceptions from VCCCD.

Specify plan for the ongoing costs for licensing and maintenance of the entire proposed solution.

Please complete VCCCD Pricing Matrix (Exhibit D)

NOTE: The District reserves the right to ask for additional clarification information regarding pricing. Additionally, the District reserves the right to use information it has learned during this procurement process to refine its needs and request new pricing information for any vendors who remain in the procurement process at that point in time.

4. References **Exhibit B:**

- A. The Proposer must provide a minimum of three (3) references to validate a minimum of five (5) years of experience in providing clients with its Emergency notification solution including integration with an ERP. Higher education references are preferred. Briefly summarize your firm's experience and relate its relevance to the proposed project in terms of technical scope, tasks involved, deliverable products, etc. (Do not include an extensive list of projects that are not relevant to this project.) For each project include the following:

- Project name
 - Name and address of client
 - Client contact person (name, position, e-mail address, current phone number)
 - Implementation date
 - Description of services provided
 - Contract amount
 - Status and comments
- B. VCCCD reserves the right to contact other users of the Vendor's Service, and include their responses as part of the evaluation. Failure to provide references for review by VCCCD as part of its evaluation process may eliminate the respondent from further consideration.
- C. The Proposer must provide evidence of actual experience in successful call delivery during times of highly impacted capacity (e.g. hurricane, flood, tornado, ice or snow storm).
- D. The Proposer must document how their support staff is hired, educated, and trained to support the specific needs of higher education institutions and assurance that background checks have been conducted. Provider must state the company's core competencies for selection.
- E. The Proposer must provide assurance of financial stability. Upon notice of intent to award, if requested, the Proposer may be asked to supply audited financial statements.

Part B Functional and Technical Requirements

1. Response to the Functional and Technical Requirements in Mandatory Requirements - **Exhibit C**

A set of Mandatory Requirements has been established and provided in the exhibit. ALL PROPOSALS MUST COMPLY WITH ALL MANDATORY REQUIREMENTS FOR THE PROPOSAL TO BE DEEMED RESPONSIVE.

2. Response to **Exhibit D**: Preferred Requirements

A set of Preferred Requirements has been established and provided in the Exhibit D.

5. Response to **Exhibit E**: Support Services

Vendors are required to indicate how their service will be implemented at VCCCD. Vendors will be responsible for configuring their system. If any additional integration with Banner or other existing systems (Skype for Business) may be necessary, then this effort needs to be described. Please include a sample project plan and timeline.

Evaluation Criteria

Selection Criteria

Submissions will be scored according to the following:

Item	Criteria	Points
1	Technical Qualifications and Implementation Approach	20
2	Cost Proposal (software and licensing, services, annual support, training, maintenance, renewal fees, etc.)	30
3	Proposer Solutions	30
4	General Company Qualifications, Financials, Higher Education Experience, References	10
5	Support Services	10
Total		100

Selection Procedure

A technical screening committee comprised of VCCCD personnel and possibly external members will initially evaluate and score all submissions according to the scoring criteria above. Based on these evaluations and reviews, the top three (3) scoring submissions may be invited for an interview with the ENS committee and Vice Chancellor of Business Services.

Award will be based on best value, not necessarily lowest price.

Compensation

Following the selection process for services awarded, vendor and Ventura County Community College District, will determine final payment schedule based on negotiated timeline and deliverables and terms and conditions. If terms cannot be reached in a timely manner, the District will seek to reach an agreement with the next best qualified Respondent.

Cost of Participation in Selection Process

Costs for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to the District.

District Rights

The District reserves the right to waive any irregularities or required formalities or to amend or cancel, in part or entirety, this RFP if it is in the best interest of the District.

Proposal Considerations

VCCCD has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board's choice of the award.

False Statements

False statements in a proposal will disqualify the proposal.

Grade of Service

The Vendor must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

The Vendor's Liability

The Contractor shall be responsible for any and all damages to the VCCCD premises resulting from the negligent acts or willful misconduct of the Contractor agents or employees.

Contract Termination

VCCCD may terminate the agreement with the Vendor on thirty days' notice for the failure of the Vendor to comply with any term(s) of the agreement between VCCCD and the Vendor.

Award Consideration

Award of contract will be based on the information submitted and scoring as described in this RFP, References and subsequent interviews.

Addenda

The Ventura County Community College District may, at its sole discretion, issue Addenda to this RFP at any time before the time set for receipt of proposals. The vendor's are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Ventura County Community College District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or request for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

Acceptance

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations.

The District reserves the right to reject any or all offers and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the vendor to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFP may also result in rejection for reasons of non-responsiveness.

Representations

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Vendor's must rely solely on its own independent assessment as the basis for the submission of any offer made.

RFP 578, Emergency Notification Solution for VCCCD - EXHIBITS

Title		Must Be Returned with Proposal
1	Exhibit A – Signature Authority Pricing Matrix Including Subcontractors List Form 00215 Non Collusion Affidavit Form 0220 Statement of Vendors Qualifications Form 00240	Yes
2	Exhibit B - References	Yes
3	Exhibit C– Mandatory requirements	yes
4	Exhibit D – Preferred requirements	Yes
5	Exhibit E – Support Services	Yes

RFP 578, Emergency Notification Solution for VCCCD - Exhibit A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

PROPOSING COMPANY NAME: _____

FEIN (Federal Employer ID Number) OR Social Security # (if Sole Proprietorship)

Address: _____

City _____ State ____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this proposal.

Name _____	Title _____
Phone () _____	Toll Free Phone () _____
Fax () _____	Email Address _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

_____	_____
Signature	Date

Initials _____

RFP 578, Emergency Notification Solution for VCCCD - Exhibit A: Pricing Matrix

Breakdown of Pricing

Initial implementation and setup costs	\$
Training costs	\$
Travel costs	\$
Any other initial costs: Attach a breakdown describing each fee.	\$
License and maintenance costs year one	\$
License and maintenance costs year two	\$
License and maintenance costs year three	\$
Any other costs for years one thru three: Attach a breakdown describing each fee	\$
Total year project cost (Numeric)	\$
(Cost written out)	\$

Initials _____

RFP 578, Emergency Notification Solution for VCCCD - Exhibit A

RFP Proposal Amount

Pursuant to and in compliance with the Notice to Contractors Calling for RFP's, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this RFP, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as RFP 578, Emergency Notification Solution for Ventura County Community College District.

I further certify that I have carefully examined the proposal documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Business Name: _____

Business Address: _____

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s)

(If any) Addendum # _____ Addendum # _____ Addendum # _____

_____ Addendum # _____

Initials _____

LIST OF SUBCONTRACTORS (Part of Exhibit A) 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 Work
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District

Name of Vendor: _____ **Authorized Signature:** _____

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

NON-COLLUSION AFFIDAVIT (Part of Exhibit A)

STATE OF CALIFORNIA
COUNTY OF _____

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

the _____ of _____
(Title) (Vendor Name)

the party submitting the foregoing RFP Proposal (the "Vendor"). In connection with the foregoing RFP Proposal, the undersigned declares, states and certifies that:

- 1.01 The RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The RFP Proposal is genuine and not collusive or sham.
- 1.03 The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor or anyone else to put in a sham RFP, or to refrain from submitting a proposal.
- 1.04 The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price, or that of any other Vendor, or to fix any overhead, profit or cost element of the RFP price or that of any other Vendor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the RFP Proposal and related documents are true.
- 1.06 The Vendor has not, directly or indirectly, submitted the RFP 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, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

Executed this _____ day of _____, 20__ at _____
(City, County and State)

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

Signature

Address

Name Printed or Typed

City, County and State

() _____
Area Code and Telephone Number

STATEMENT OF VENDOR'S QUALIFICATIONS (Part of Exhibit A)

1.01 Vendor's Organization

A. Form of entity of Vendor, i.e, corporation, partnership, etc. _____

1. If a corporation, state the following: _____
State of Incorporation: _____
Date of Incorporation: _____
President/Chief Executive Officer: _____
Secretary: _____
Treasurer/Chief Financial Officer: _____
2. If a partnership, state the following: _____
Date of Organization: _____
Type of Partnership (general, limited): _____
Names of all general partners; if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.A.4 as appropriate: _____

3. If a proprietorship, state the following: _____
Names of all proprietors: _____

4. If a joint venture, state the following: _____
Date of organization: _____
Names of all Joint Venture members. For each Joint Venture member, identify the form of entity and provide the information requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.1.C for each Joint Venture member as appropriate: _____

5. Vendor's form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization _____

- B. Number of years your organization has been in business as a contractor: _____
Organization longevity must also be in compliance with item 1.03 C. Licensing, and have been in business with the advertised classification for a minimum of 5 years. Do you meet this qualification? ____ Yes ____ No

- C. Number of years your organization has conducted business under its present name: _____

1. If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s): _____

2. For each name or name style identified in Paragraph 1.01.C.1, state the dates during which you conducted business under each name or style: _____

1.02 Financial

- A. Attach a current audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner. The Financial Statement must include a current balance sheet and income statement showing: (i) current assets (i.e., cash, accounts receivable, accrued income, deposits, material inventory, etc.); (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued salaries, accrued payroll taxes, etc.); and (v) other liabilities (i.e., capital, capital stock, earned surplus, retained earnings, etc.).

- B. Is the attached Financial Statement for the identical organization as the Vendor?
____ Yes ____ No.

If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (i.e., parent/subsidiary, etc.).

1.03 Licensing

A. California Contractors License:

License Number: _____

Expiration Date: _____

Responsible Managing Employee/Officer: _____

License Classification(s): _____

B. Has a claim or other demand ever been made against your organization's California Contractors License Bond? _____ Yes _____ No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

C. The District requires a minimum of 5 years of licensed work experience within the Contractor Classification advertised, with no gaps in license coverage or change of company name. State the number of years this company has performed work under the above and advertised classification: _____ years.

D. Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board?
_____ Yes _____ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

E. Attach to this Statement true and correct copies of the following:

1. Your organization's California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).
2. The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §§7071.5 and 7071.6.
3. If your organization's California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9).

F. Attach to this statement a copy of the Contractors DIR Registration.

1. Each Vendor 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").
2. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Vendor's Subcontractor List shall be DIR Registered Contractors.
3. If awarded the Contract for the Work, at all times during performance of the work, the Vendor and all Subcontractors, of any tier shall be DIR Registered Contractors.

1.04 Experience

A. List the categories of work your organization typically performs with your own forces: _____

B. Claims and lawsuits (if you answer yes to any of the following, you must attach details).

1. Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? _____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? _____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? _____ Yes _____ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

C. On a separate attachment, list all construction projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work

performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

- D.** On a separate attachment, list all construction projects completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

- E.** Has your organization ever refused to sign a contract awarded to it?
_____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

- F.** Has your organization ever failed to complete a construction contract?
_____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

- G.** Has your organization ever been declared in default of a construction contract?
_____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

- H.** Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? _____ Yes _____ No

If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

- I.** Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract? _____ Yes _____ No

If so, on a separate attachment, state the following: (i) the name, address,

G. List three similar projects in the last five years (Educational Institutions preferred?)

1. _____
2. _____
3. _____

1.06 Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Vendors Qualifications under penalty of perjury on behalf of the Vendor. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Vendor's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Vendor's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Vendor's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this _____ day of _____, 20____ at _____
(City and State)

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

(Signature)

(Typed or written name)

[End Of Section]

telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

1.05 References (include name, contact person, telephone, email address, fax and address for each reference provided)

- A.** Trade References (three (3) minimum) _____

- B.** Bank References _____

- C.** Public Works Inspectors of Record _____

- D.** Owner references (must have completed at least two (2) Federal, State, K-12 or higher education building projects in the past five (5) years. Please list these two (2) projects and at least one (1) other Owner referenced, preferably another Federal, State, K-12 or higher education project). _____

- E.** Insurance Carriers (General Liability, Auto, and Workers' Compensation) _____

- F.** Surety Firms (issuing your Bid, Performance and Payment Bonds) _____

G. List three similar projects in the last five years (Educational Institutions preferred?)

1. _____
2. _____
3. _____

1.06 Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Vendors Qualifications under penalty of perjury on behalf of the Vendor. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Vendor's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Vendor's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Vendor's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this _____ day of _____, 20____ at _____
(City and State)

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

(Signature)

(Typed or written name)

[End Of Section]

RFP 578, Emergency Notification Solution for VCCCD -Exhibit B
REFERENCES

Proposer: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

RFP 578, Emergency Notification Solution for VCCCD -EXHIBIT C: MANDATORY REQUIREMENTS

The Proposer must provide a narrative description of services and processes being proposed. The Proposer is required to provide a statement addressing ability to meet each of the required services by number. Please indicate that "Yes" a service can be provided and provide details regarding how that service is provided, if appropriate; or indicate "No" that a service cannot be provided. If a service can be provided at an additional cost that should be clearly indicated. If a service can be partially provided, that should be specifically stated and the part of the service that can and cannot be provided be clearly defined.

EXHIBIT C - MANDATORY REQUIREMENTS				
EMERGENCY NOTIFICATION SOLUTION (ENS)		Customized Y/N	Need Configuration Y/N	Referenced to attached supporting documentation
TABLE 1: MANDATORY REQUIREMENTS				
<i>Does the proposed solution offer the following capabilities?</i>				
1.	Support messaging to multiple endpoint delivery solutions:			
	a. Landline and Mobile phones			
	b. Classroom Devices (Visual and Auditory)			
	c. Digital Displays			
	d. E-mail			
	e. Text messaging (SMS) and Instant Messaging (IM) – 1-way and 2-way			
	f. Social media outlets (Facebook, Twitter, Hootsuite, etc.)			
	g. Web page			
	h. Outdoor Speakers (Federal Signal)			
	i. Computers (Classrooms, Labs, Offices)			
	j. Phones (Skype for Business)			
	k. TDD / TTY			
2.	Integrate with AD and LDAP services			
3.	Support Single Sign-on – leverage VCCCD LDAP, Active Directory			
4.	Support Web-based system requiring secure login and password credentials			
5.	Support user management APIs for integration			
6.	Support 1 or more EMNS industry standards and protocols:			
	a. CAP			
	b. NIMS			
	c. FEMA IPAWS-OPEN			
	d. EAS			
	e. DIACAP			

EXHIBIT C - MANDATORY REQUIREMENTS -

EMERGENCY NOTIFICATION SOLUTION (ENS)		Customized Y/N	Need Configuration Y/N	Referenced to attached supporting documentation
TABLE 1: MANDATORY REQUIREMENTS (cont.)				
7.	If part or all of solution is hosted: Robust data center operations and procedures for auditing and recovery (99.99% uptime guarantee and active data center failover/recovery)			
8.	If part or all of solution is hosted: Geographic dispersed redundant data centers in the U.S. only protecting VCCCD communications (provide list of locations)			
9.	Simple, intuitive, and user-friendly administrative user interfaces			
10.	Templates and library of scripted responses to various emergency events (customizable)			
11.	Data-in-transit encryptions: Transport Layer Security (TLS) and Secure Sockets Layer (SSL)			
12.	Clear details for support and response processes, and assignment of notification- severity levels			
13.	Contact management (groups, organizational hierarchies)			
14.	Reporting and analytics			
15.	Multi-language message support			
16.	Unlimited users, user groups, call list, notification categories, and public account subscribers			
17.	Deliver target messages quickly to all end point devices			
18.	Subscriber data will be owned and accessible at all times by VCCCD			
19.	Structured cabling where needed to implement solution in all classrooms.			
20.	Switch & UPS assessment and installation support needed to implement solution.			
21.	End point and application solution accessibility compliance (508)			

RFP 578, Emergency Notification Solution for VCCCD – Exhibit D

EXHIBIT D - PREFERRED REQUIREMENTS			
EMERGENCY NOTIFICATION SOLUTION (ENS)	Customized Y/N	Need Configuration Y/N	Referenced to attached supporting documentation
TABLE 2: PREFERRED REQUIREMENTS			
Does the proposed solution offer the following capabilities?			
1. General			
a.	Simple to launch notification with minimum training to targeted groups/systems		
b.	Predefined scenarios complete with contacts, messages, and notification parameters, can easily be accessed and launched.		
c.	Flexible access/permission levels, configurable to provide granular user rights and roles, restricting data access and administrative oversight to appropriate personnel		
2. Capacity and Messaging			
a.	Handle unlimited number of contacts and scenarios		
b.	Message Confirmation		
c.	Easily resend a message to any recipients to the original targeted population using follow up features.		
d.	Send notifications across organizations quickly from one account		
e.	Send messages (test and emergency) to selected end point solution/s		
f.	Send a group/building/floor/campus targeted test or an emergency message to one or many end point solutions.		
g.	Add groups and individuals to a notification		
3. Reporting and Analytics			
a.	A real-time graphical dashboard with a summary of broadcasts		
b.	Audit logs of changes		
c.	Ability to export reports in CSV format		
d.	Message delivery logs (success, failure, and reason for failure) for all end point devices		
Comments:			

EXHIBIT D - PREFERRED REQUIREMENTS - (continued)

EMERGENCY NOTIFICATION SOLUTION (ENS)	Customized Y/N	Need Configuration Y/N	Referenced to attached supporting documentation
TABLE 2: PREFERRED REQUIREMENTS			
Does the proposed solution offer the following capabilities?			
e.	Store historical message data		
4. Enterprise Scalability and Flexibility			
a.	Allow users to set up and manage security groups		
b.	Each location (sub account) can be fully self-contained with its own message templates, and recipient databases		
c.	Each location (sub account) can support it's own unique delivery path		
5. System Access			
a.	Single access point to solution features and functionality		
b.	Single Sign On access for administrators and users		
c.	Uniquely identify each user login and user messaging history		
d.	Logs to identify modifications or attempted modifications to application and solution		
e.	Unauthorized access, change, permission, and retention period logs.		
Comments:			

EXHIBIT E - Support Services - Table 3

EMERGENCY NOTIFICATION SOLUTION (ENS)	Y/N	Referenced to attached supporting documentation
TABLE 3: Can the proposer provide the following		
<i>Can the proposer provide the following</i>		
1. Implementation – Provide a project schedule that corresponds to the implementation approach. The project schedule should include:		
a. Major tasks, subtasks, task owners, task dependencies, delivery dates, and other milestones:		
b. A dedicated project manager and a dedicated account manager		
c. Detail implementation change control process		
d. Detail system-wide testing to validate entire solution across district		
2. Technical Support		
a. Provide a technical support service level agreement for problem resolution		
b. Provide technical support 24/7 for entire solution.		
3. Professional Services		
a. Provide assistance with establishing best practices and solution optimization. Describe services offered		
b. Provide recommended policies to support ENS:		
4. Training		
a. Describe training services and costs		
Comments:		

RFP SECURITY BOND

Section 00260

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 hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying RFP Proposal for the Work commonly described as **RFP 578, Ventura County Community College District Emergency Notification Solution** and the RFP Proposal must be accompanied by RFP Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **TEN PERCENT (10%)** of the maximum amount of the RFP Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate RFP items, if any.

NOW, THEREFORE, if the Principal shall not withdraw said RFP Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said RFP Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the RFP Proposal as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said RFP Proposal within the period specified for the holding open of the RFP Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said RFP Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for RFPs or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for RFPs, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of

said Contract, the Call for RFPs, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

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

RFP Vendor:
(corporate Seal)

(Principal's Name)

By: _____

(Signature)

(Typed or Printed Name & Title)

(Address)

Surety:
(Corporate Seal)

(Surety's Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(Address of Surety's Office where Bond is issued)

(Area Code and Telephone Number of Surety)

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, 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, 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 **RFP 578 Ventura County Community College District Emergency Notification Solution**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, 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.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work (Per mutual agreement with awarded vendor, completed contract documents, terms and conditions) after the date stated in the District's Notice to Proceed (see Section 1.01 of the Contract Special Conditions and as otherwise provided in the Contract Documents and final Agreement).

The Awarded vendor must meet with the Associate Vice Chancellor of Information Technology within one week of notification by VCCCD finalize Schedule of Work and contract documents.

- 1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of _____ Dollars \$ _____).

The Contract Price is based upon the Contractor's Base RFP Proposal and the following Alternate RFP Items, if any:

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

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

Notice to Contractors Calling for RFPs	Labor and Material Payment Bond
Instructions for Vendors	Performance Bond
RFP Proposal	Certificate of Workers Compensation
Subcontractors List	Drug Free Workplace Certification
Non-Collusion Affidavit	General Conditions
Statement of Vendors Qualifications	Special Conditions
RFP Bond	Specifications
Agreement with Milestones and Completion Date	Drawings
Labor Compliance Program	Guarantee
Proof of DIR Registration Per SB 854	

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

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:

VENTURA COUNTY COMMUNITY
COLLEGE DISTRICT,
a California Community College District

By: _____

Name: Terry Cobos

Title: Director of General Services

CONTRACTOR:

(Contractor's License Number)

By: _____

Name: _____

Title: _____

[Corporate Seal]

[End Of Section]

LABOR AND MATERIAL PAYMENT BOND

Section 00400

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 resolution of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as **RFP 578, Ventura County Community College District Emergency Notification Solution**

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, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its

obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

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)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(Area Code and Telephone Number of Surety)

[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 **RFP 578 Ventura County Community College District Emergency Notification System**.

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 Obligor to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligor shall be entitled to enforce any remedy available to Obligor.

Within fifteen (15) calendar days of Obligor'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 Obligor 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 Obligor 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 Obligor within the time provided for herein above, the Obligor 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 Obligor for all damages and costs sustained by the Obligor 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 Obligor is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligor'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)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(Area Code and Telephone Number of Surety)

Section 00415

1.01 I am aware that California Labor Code §3700(a) and (b) provides:

B. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

(Date)

DRUG-FREE WORKPLACE CERTIFICATION

Section 00417

I, _____ the _____,
(Name) (Title)
of _____, declare, state and certify that:
(Contractor Name)

1.01 I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

1.02 I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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:

1. The dangers of drug abuse in the workplace;
2. Contractor's policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
4. 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 Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

1.03 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.

- 1.04 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.
- 1.05 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.

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

Executed at _____ this _____ day of _____, 20____
(City and State)

(Signature)

(Typed or Printed Name)

GUARANTEE
Section 00420

_____ (*Contractor's Name*) hereby unconditionally guarantees that the work performed under and pursuant to the Ventura County Community College District (District) project known as the **RFP 578 Ventura County Community College District Emergency Notification Solution** ("Project") has been done in strict accordance with the requirements of the Contract and therefore further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of completion of the contract, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all work, together with any other work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the District to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the contract referenced herein above or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Contractor's Signature: _____ Date: _____

Subcontractor's Signature _____ Date: _____

Representative to be contacted for services:

Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

Email.: _____