REQUEST FOR RFB #13-10

AUDIO VISUAL EQUIPMENT - DISTRICT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 CAMINO DEL RIO SOUTH, ROOM # 270
SAN DIEGO, CA 92108

PETER HESTER, BUYER
PURCHASING AND CONTRACT SERVICES
PHESTER@SDCCD.EDU
(619) 388-6562
(619) 388-6893 (FAX)
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SAN DIEGO COMMUNITY COLLEGE DISTRICT

Dates Advertised: 11/1/2012

Purchasing and Contract Services 3375 Camino del Rio South Title: Audio Visual Equipment

Buyer: San Diego, CA 92108
Peter Hester Telephone (619) 388-6562 FAX (619) 388-6893

SECTION A – INVITATION TO BID

A contract(s) will be awarded in accordance with the Invitation to Bid terms, conditions, and specifications for the material and/or services specified herein.

Interested firms must return sealed bids on this form, along with all attachments, in the envelope provided, to Purchasing and Contract Services, San Diego Community College District, 3375 Camino del Rio South, Suite 270, San Diego, California 92108, before 2:00 pm on 11/30/2012. Bids will be publicly opened and read aloud at that time and place.

SECTION B – BID

This section must be completed by the bidder. The undersigned hereby proposes and agrees to enter into a contract to furnish to the District any and all items that may be awarded, at the prices proposed herein, subject to the terms, conditions, and specifications of this Invitation to Bid.

Failure to provide any required bid security, or to complete and sign the boxes below may result in rejection of the Bid.

<table>
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<tr>
<th>Name and Address of Firm</th>
<th>Signature of authorized officer or employee. (Unsigned bid will be rejected.)</th>
<th>Date</th>
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SECTION C – AWARD OF CONTRACT

The San Diego Community College District awards this bid and to the above named supplier in accordance with the terms, conditions, and specifications cited herein.

- Contractor must furnish a performance bond in the amount of $20,000.00, prior to beginning work (see contract section "Performance Bond", page 8, for details).
- Contractor must submit a Statement of Insurance indicating amounts and expiration dates for each type of insurance required by this contract.

__________________________________________  ____________________________________________
Date                                                                                       Edward Cook, Purchasing Supervisor
                                                                                           Purchasing and Contract Services
I. OVERVIEW

The San Diego Community College District is seeking sealed proposals from qualified firms who can provide professional and/or consumer grade audio, video equipment as well as related peripherals and supplies. All equipment and supply purchases will be used for administrative or instructional purposes at any of the San Diego Community College locations. In addition, this agreement will include any and all design, labor and installation of purchased equipment, peripherals and supplies on an “as required” and “per project” basis.

The District comprises three college sites throughout San Diego County as well as six continuing education locations.

The agreement shall be for a maximum of five (5) years from the date of award. The initial period will be for two (2) years, from the date of award through January 23, 2015. In addition, The San Diego Community College District shall be able to extend the agreement for three (3) additional one-year periods, at the District’s option by formal written notification.

II. DEFINITION OF TERMS

The San Diego Community College District will herein after be referred to as “District”. Companies responding to this Request for Proposal will herein after be referred to as “Proposers”. The Proposer’s to whom the contract is awarded will herein after be referred to as “Contractor”. Request for Proposal will herein after be referred to as RFP.

III. INTENT

It is the intent of District to award to the Proposer’s who fully understand the agreement terms, conditions and technical specifications do not fully identify nor completely define District’s requirements and satisfaction. The successful Proposer’s shall be expected to work closely with District’s designated representative(s) to administer an effective and efficient program resulting in high overall customer satisfaction.

This solicitation will be awarded in its entirety to two Proposers. Each supplier will be an authorized audio visual contractor to District. The lowest, responsive, and responsible proposal will be considered the primary audio visual Contractor. The primary Contractor will be offered the first opportunity to provide a proposal for each new construction project, which commences after award of this solicitation. The second lowest, responsive, and responsible proposal will be considered the secondary audio visual Contractor. After submission to the primary Contractor, District reserves the right to submit any project to the secondary Contractor at its discretion. Reasons generally will be for cost comparison, and workload consideration. For general requirements purchases of audio visual equipment and
supplies, solicitation for quotes may be submitted to each supplier. The resulting purchase will be at District’s discretion. District makes no guarantee, implied or implicit, of purchase volume or percentage to either the primary or secondary Contractor. It is District’s intent to select the proposal’s which shall be most favorable in all respects, including scope, availability of products, goods and services offered, as well as price. The resulting Agreements shall be a summation of this Request for Proposal and Offer.

IV. GOVERNMENT AGENCY CLAUSE

For the term of the agreement and any mutually agreed upon extensions pursuant to this RFP, other K-12 districts and community colleges or districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase items at the same price and upon the same terms and conditions pursuant to section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

District waives its right to require such other districts/colleges and/or any participating agencies to draw their warrants in the favor of District as provided in said Code sections.

V. SCOPE OF REQUEST FOR PROPOSAL

The awarded contractors will serve District in its entirety, including all sites as well as the various departments. Order placement for all purchases for any professional service, product, equipment, goods, services and/or supplies shall be made to Contractor via Purchase Order as initiated within District’s Purchasing and Contract Services Department.

District is not committing to the purchase of any specific items, services or quantities by issuance of this Request for Proposal (Herein after referred to as “RFP”). Some quantities contained herein, are based on historical usage adjusted to District’s anticipated needs over any twelve (12) month period. The item descriptions and quantities contained within this RFP are provided for the purpose of evaluating prices as proposed, and may not represent the actual quantities or configurations to be ordered by District upon award or in the future. Acknowledgement is made by District for new manufacturer’s product development, current product specification modification as well as product end of life. Proposer and District mutually agree that all items offered in response to this solicitation are to be considered standard stocking items by Proposer. District shall bear no liability whatsoever for failure to order, or for the adjustment of any product description after execution of an agreement, including but not limited to; model revisions, specification changes, upgrades and product/parts end of life.

Interested Proposers should review this document and submit written questions by EMAIL ONLY to the Buyer, Peter J. Hester, at phester@sdccd.net. Submission of written questions shall only be received during the "Receipt of Questions" period. (Refer to Section “VI”, “Process Timeline” on page 7 of this RFP).
At District’s option, and in its best interest, District may add, delete or modify items covered as a part of this agreement to take advantage of changing technologies and/or requirements after award.

Only information supplied by District's Purchasing & Contract Services office in writing or within this document should be used in preparing responses. All contact a proposer had before or has after receipt of this RFP with any individuals, employees, or representatives of District or any information that may have been read, seen, or heard regarding the acquisition of audio-visual equipment and installation by District should be disregarded in preparing responses.

FAILURE BY THE PROPOSER TO PROVIDE INFORMATION AS REQUESTED MAY RESULT IN THE PROPOSER'S RESPONSE BEING DEEMED NON-RESPONSIVE.

VI. PROCESS TIMELINE

November 1, 2012  Request for Proposal available. Plans, specifications and other document forms, including PROPOSAL documents will be available. Prospective PROPOSERs may also obtain pertinent PROPOSAL documents, including any addenda, as well as posted PROPOSAL results, at the District’s website: http://bussrv.sdccd.edu/purchasing/

Direct any questions, concerning the RFP, documents, or process to Mr. Peter J Hester at phester@sdccd.edu.

November 14-16, 2012  Receipt of Questions. It is recommended that respondents carefully read the Request for Proposal and submit questions for clarification or interpretation during the receipt of question period. Any oral communication concerning this RFP is not binding amongst any party or respondent to this RFP and shall in no way modify the RFP or the obligation of the District. All communication shall be in writing during the question period only.

November 15, 2012  Pre-Proposal Conference/Informational Exchange Meeting

Start Time: 10:00
Location: San Diego Community College District
District Office Room 245
3375 Camino del Rio South
San Diego, CA  92108

The Pre-Proposal Conference shall be OPTIONAL.

The purpose of the Pre-Proposal Conference shall be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the District’s intent and/or position. Any clarification
requirement regarding this Request for Proposal or any apparent omission or discrepancy shall be presented to the District at this conference. The District shall determine appropriate action, if any. As required, the District shall issue a written addendum to this Request for Proposal following the Pre-Proposal Conference.

**November 30, 2012**

**COMPLETED SUBMISSIONS DUE AND MUST BE RECEIVED BY 2:00 P.M.**

Responses shall be read aloud at **2:05 p.m.** in **room 220** at the same location. Late submittals will be disqualified. Respondents must submit one original document plus five copies. Any information not responsive will be disregarded. Send Responses to:

San Diego Community College District
Purchasing and Contract Services
3375 Camino Del Rio South Suite 270
San Diego, California 92108
**Audio Visual Equipment RFP #13-10.**

Finalists Presentations. Finalist will be allowed one hour to make a presentation to the District. Specific times and location will be coordinated with each finalist.

**December 7, 2012**

**January 24, 2013**

Tentative Award date.
VII.  GENERAL TERMS AND CONDITIONS

A.  Response to Request for Proposal
    All responses to this RFP must be recorded in ink, typewritten or electronically printed. No pencil figures or erasures are permitted. Mistakes may be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the offer. All signatures must be original, photocopies nor facsimiles will be accepted. Oral changes to an offer will not be accepted.

    A response must be separately recorded for each item. Prices must be stated in unit of issue specified within the solicitation. If the unit of issue specified does not represent the trade standard, or if Proposer’s standard unit of issue is different from the unit of issue specified by the District, the Proposer must properly note the firm's unit of issue within its response.

B.  Submittal of Response
    Each response must be received and marked as “ORIGINAL” in a quantity of one, and one proposal marked as “COPY” in a separate, sealed envelope or carton with the District's solicitation number printed on the outside. Responses must be received and stamped in the District's Purchasing and Contract Services Office, Suite 270, by 2:00 P.M., PST, on Friday, November 30, 2012. Any proposal received after the scheduled time of opening or with insufficient postage shall be refused and returned to the proposer unopened.

C.  Alternate Offers
    Proposer shall provide pricing on one product only for each solicitation item listed herein, and shall submit one response only. Alternate responses will not be considered. Proposer’s offering of more than one price per item as described may be disqualified on that particular item.

D.  Changes After Opening
    Proposer must verify their response’s before submission to District. A response cannot be withdrawn after public opening. No response can be corrected or altered after being opened. District will not be responsible for errors or omissions on the part of proposers providing responses.

E.  Designation of Subcontractors
    Each proposer shall submit with his/her response a list of proposed subcontractors. This list must include the names, addresses, and particular function of the proposed subcontractors.

    If Proposer fails to specify a subcontractor for any portion of the work to be performed under the contract, Proposer shall be deemed to have agreed to perform such portion, and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

    Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original response shall only be permitted
in cases of public emergency or necessity as so deemed by District, and then only after a finding and thereafter reduced to writing as a public record of District.

F. **Trade Discounts**
Trade, manufacturer or product discounts should be computed into the per unit price offered by the proposer and only the net amount shall be shown within the response.

G. **Taxes**
State and local retail sales tax, and use tax, if applicable, will be paid separately by the District and are not to be included within the response. The District is exempt from federal excise and transportation taxes. The District will provide its exemption number to the successful proposer.

H. **Failure to Bid**
Proposer’s who choose not to respond to this solicitation (RFP #13-10) should return the proposal Signature Page to District marked "NO BID". Proposer shall also briefly state the reason(s) for the decision to “NO BID”.

I. **Withdrawal of Offers**
Any Proposer may withdraw his or her response, either personally or by written request, at any time prior to the scheduled closing time for receipt of offers. (See page 7, paragraph “VI”, “Process Timeline” for Proposal schedule closing dates and times).

Written requests for withdrawal of response must be sent to:

Peter J. Hester
San Diego Community College District
3375 Camino Del Rio South, Suite 270
San Diego, California 92108
OR
phester@sdccd.edu

J. **Proposers Interested in More Than One Response**
No person, firm or corporation shall be allowed to make or file more than one response for the same goods and services as described within this RFP document.

K. **Affirmative Action Plan**

L. **Minority, Woman and Disabled-Veteran-Owned Business Enterprise Certification**
All Proposers conducting business with District are required to file a Minority, Woman and Disabled Veteran-Owned Business Enterprise Program
Certification form for the offering firm or any listed subcontractors as part of the response.

Failure to provide the certification may result in the rejection of the proposal as non-responsive.

M. Release of Information
Proposer’s providing response as a result of this solicitation will be notified of Purchasing and Contract Services’ recommendation for award to District’s Board of Trustees, in advance of Board's decision. This will be the only information released after all proposals are read aloud at the Opening and before District's Board of Trustees awards the agreement.

N. 508 Rehabilitation Act of 1973
Contractor hereby warrants the products and services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Contractor further agrees to indemnify and hold harmless the San Diego Community College District, Chancellor’s Office of the California Community Colleges, any California community college, and any California K-12 school district using the contractor’s products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

O. Brand Reference
Proposer must state the brand name and manufacturer part number of items offered on the Solicitation Response Form. Nothing stated herein is intended to be restrictive as to make or brand. Brands referenced herein by District are intended to indicate acceptable quality and performance, and not necessarily as a brand preference unless stated elsewhere in this document. Any exceptions to specifications must be brought to the attention of District’s Purchasing and Contract Services department in writing prior to the solicitation closing date.

Failure to notify District in writing prior to solicitation closing will indicate concurrence with the specifications.

When offering brands other than those referenced by District within this solicitation, Proposer is required to provide literature and/or current catalog(s) describing the specific item offered. The literature and/or catalogs must be submitted on a USB thumb drive or compact disc. Proposer is also required to submit a fully detailed response which adequately describes the advantages and benefits of items offered.

Failure to provide such documentation may result in the offer being determined
P. **Method of Ordering**
Individual Purchase Orders will be issued as required and will serve as the award instrument(s) for the acquisition of products and services listed herein through District’s Purchasing and Contract Services department. This will be the only acceptable method of authorizing product purchases and/or work to be completed.

Q. **Inspection of Facilities**
The District shall have the right to inspect the facilities, service areas, and warehouses of all Proposers, and the subcontractors, of Proposer’s submitting responses, prior to award of this contract.

R. **Work Experience**
Proposer’s and/or approved subcontractor(s) must be firms whose principals have at least ten (10) years experience in the area of audio visual equipment, and professional installation services, including but not limited to, design, configuration, installation, support, troubleshooting and maintenance. By submitting a proposal, Proposer represents that his or her firm meets the experience requirement stated herein.

S. **Worker’s Compensation**
In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure payment of compensation to his/her employees. Contractor shall sign and file with District the following certification prior to performing the work under this contract:

> I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

The certification form is included as part of this RFP package and must be completed.

T. **District Point of Contact**
District's point of contact for performance under this agreement will be identified when an award is made. All contractual issues (i.e., additions, changes, or interpretations) should be addressed to and authorized by the Manager of Purchasing and Contract Services, (619)388-6562.

U. **Access to District Facilities**
Contractor shall obtain permission from District's authorized point of contact to enter offices to perform work under this agreement. Contractor's access to secured areas will be provided by appointment and coordinated by District's point of contact.
V. **Acceptance of Offer**
Proposer’s response is subject to acceptance by District at any time within ninety (90) days after opening of same, unless otherwise stipulated herein.

W. **Assignment of Contract**
Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the items appearing in this solicitation, which he or she may be awarded, or any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the prior written consent, of District.

District shall also have the right to inspect facilities and operations of Contractor, and any subcontractors, during the agreement period or extension thereof. Notice is hereby given, that District will not honor any assignment made by the contractor unless District has consented thereto in writing.

X. **Cancellation of Agreement**
District reserves the right to cancel the agreement resulting from this solicitation in its entirety upon thirty (30) days written notice at no cost except for products/services rendered. Such cancellation shall generally be reserved for reasons as unsatisfactory service, reduction in District funding, reduction in course content or enrollment, or change in scope of District programs and/or policies.

Y. **Excuse for Non-performance**
Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to District, provided it is satisfactorily established that the non-performance is not due to the fault or negligence of Contractor.

Z. **Minimum Shipment Requirements**
Offers that include minimum order or shipment requirements will be determined as non-responsive.
VIII. LEGAL ISSUES

A. Hold Harmless

Contractor agrees to indemnify and to hold free and harmless District, its officers, employees and agents, from all loss, liability, damages, costs or expenses (including reasonable legal expenses, and court costs) that may or might at any time arise or be asserted against District, its officers, employees and agents, arising by reason of, in the course of, or in connection with, the performance of this contract, including any loss, liability, damages, costs or expenses resulting from the sole negligence of the contractor, or both contractor and District, but excluding any loss, liability, damages, costs or expense resulting from the sole negligence of District.

The indemnification shall include, but is not limited to, liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used under this solicitation and any resulting contract.

B. Insurance

Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as follows:

Comprehensive General Liability Insurance:
with a combined single limit per occurrence of not less than $1,000,000.00

OR

Commercial General Liability and Property Damage Insurance:
(Including automobile insurance) which provides limits of not less than:
(a) Per occurrence (combined single limit) $1,000,000.00
(b) Products/Completed Operations $1,000,000.00
(c) Personal & Advertising Injury limit $1,000,000.00

AND

Fire Insurance
Project Replacement Value at 100%
(One Hundred Percent)

Insurance Covering Special Hazards: Following special hazards shall be
covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts $500,000.00

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured.

Contractor shall require their subcontractors, if any, to take out and maintain similar public liability and property damage insurance in amounts as hereinafter set forth.

Contractor shall not commence work nor shall he/she allow any subcontractor to commence work under this agreement until he/she has obtained all required insurance and certificates, which have been delivered in duplicate to, and approved by, District's Purchasing and Contract Services department.

All evidence of current insurance documentation shall be submitted to District's Purchasing and Contract Services department 10 days after the Board awards the Proposal.

C. Penalties Upon Default
In case of default of this contract by Contractor, District may procure the goods or services contained herein from other sources. The District may also deduct from any unpaid balance due the contractor, or collect against the security or from the surety for the amount of any increased administrative costs and excess costs paid for goods or services, with prices paid by District being considered the prevailing market price at the time such purchase is made.

E. Right to Reject/Waive
District reserves the right to reject any or all offers, or to waive any minor irregularities or informalities in any offer, or in the solicitation process.

District also reserves the right to waive minor variations in specifications, evaluate offerings and make awards considering the equipment and services being offered. Offers varying from District specifications in any major detail are not solicited and are automatically disqualified. District's opinion shall be final.

Terms and conditions varying from solicitation, additional to or not identical to the terms and conditions contained herein are not solicited and may render the bid non-responsive.

F. Payment Terms and Invoicing Instructions
District's payment terms are Net 30 days after receipt of invoice and
acceptance of products and services. Invoices citing cash discounts for early payment of invoices of less than 15 days will be paid as NET 30. Cash discounts, when given, will be calculated from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. If tests are necessary, cash discounts will be calculated from date of acceptance of test report.

G. Delivery Terms
Delivery terms are FOB Destination, freight included to any of the District's facilities within the San Diego metropolitan area. Point of delivery will be provided by District, with each individual order contained within the Purchase order. Prices offered/proposed must reflect FOB Destination (i.e., any delivery charges must be included in the unit price, and not listed as a separate charge).

Deliveries must conform to the operating hours/time requirements applicable at each location as stated within District's Purchase Order. All deliveries are to be made to each site between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, unless otherwise specified on the Purchase Order.

Each shipment must be accompanied by a packing slip/list, which must reference the assigned Purchase Order Number. Packing slips must be itemized by item and include the item make, model, item number, and serial number. Each line-item on the packing slip must reference the corresponding Purchase Order line-item number.

All items shall be packed in accordance with prevailing consumer practices in such a manner as to insure delivery in good condition. There shall be no additional charges allowed for packing. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery. Contractor shall deliver products within 30 days upon receiving a District purchase order.

H. Returns
Contractor must agree to credit/refund the full purchase price of any product if returned within thirty days. Contractor must agree to absorb any shipping cost. No restocking fee shall be incurred by District.

I. Right to Protest
Any prospective or actual bidder, or contractor who believes it has been aggrieved, in solicitation or award of a contract, may submit a protest to the Director of Financial Services using the following guidelines:

a) The protest shall be submitted in writing within (5) five working days after such aggrieved person knows or should have known of the facts giving rise to the dispute.

b) The protest must be accompanied by a detailed written statement, indicating the reason for the protest.
c) Consistent with San Diego Community College District (SDCCD) Administrative Policy No. 6330.6, the Director of Purchasing and Contract Services has the authority to settle and resolve a protest of an aggrieved bidder, or contractor, actual or perspective concerning the solicitation or award of a contract.

d) The Director of Purchasing and Contract Services shall issue a decision, in writing within (10) ten working days of confirmed receipt of the written dispute. The decision shall state the reason for the action taken. If a vendor wants to elevate the dispute, the formal process will be recommended.

The right of protest does not prevent the District from proceeding with the award of contract. Bidders may request a copy of SDCCD Administrative Policy No. 6330.6 at any time from the Buyer or the Director of Purchasing and Contract Services.

The mailing address for submitting all protests is:

San Diego Community College District
Purchasing and Contract Services
3375 Camino del Rio South, Suite 270
Attention: Director of Purchasing and Contract Services
San Diego, CA 92108

IX. SPECIAL TERMS AND CONDITIONS

A. Pricing

All prices must remain firm and fixed for the initial year from the date of award. Thereafter contractor must provide a formal letter of notice wherein the District’s purchasing and Contract Services Department acknowledges receipt of any pricing variations for each product or service prior to any pending purchase. The letter shall include an affectivity date of price change as well as the amount of the change. The In District reserves the right to negotiate any price increases it deems to be excessive. The District shall be eligible for all promotions and discounts available on all items. Percentage off list prices shall be considered the minimum discount for that product. Additional discounts shall be available for volume purchases. Failure to pass on price reductions by the contractor to the District shall result in termination of the award. Pricing must be extended to District staff and faculty.

In addition to the items specified in Attachment A, District requires pricing for Proposers entire product line quoted as a percentage off list price.

The District may choose to exercise their renewal option at the District’s discretion prior to completion of the original term of the agreement. Proposer must indicate maximum escalation of pricing for this renewal option. Failure to provide this information as part of the response will indicate that all pricing is firm and fixed for the term of the agreement as well as the option periods.
B. Warranty

District requires all equipment and installation services purchased under this agreement include an onsite warranty against defects in workmanship and materials under normal use for a minimum of three years from the date of acceptance. Warranty coverage shall include delivery, parts, labor, transportation, and all other related repair/service costs. In no case shall the on-site warranty period be less than three years from acceptance of the equipment by District. If the manufacturer’s warranty exceeds the three year warranty, the bidder shall pass on the manufacturer’s warranty to District. All manufacturers’ warranty documents must be included in each shipment for every item purchased and delivered under this contract. Manufacturer warranties activate upon sign-off by an authorized district representative.

Contractor shall respond to calls for repair within forty-eight (48) hours. If equipment must be removed for repair, Contractor must be able to provide temporary loaner equipment that can accomplish the same task for the duration of the repair. Contractor will notify District of estimated repair time for any warranty or out of warranty repairs. All equipment that fails within thirty (30) days from date received will be considered dead on arrival (DOA) and shall be replaced within three (3) business days. All equipment failures occurring after thirty (30) days and within the warranty period will be replaced or repaired by the contractor (i.e. made operational), at no charge, exclusive of damage due to misuse, within three (3) business days from notification. All replacement equipment, parts, and components must be new and unused. District reserves the right to waive these time requirements. Failure to make equipment operational in a timely manner may result in the partial or full forfeiture of the performance bond. Offers must indicate the warranty period, and any and all limitations and exceptions.

FAILURE TO PROVIDE THE REQUIRED WARRANTY INFORMATION MAY RESULT IN THE BID BEING DETERMINED NON-RESPONSIVE.

Proposer must state the manufacturer’s warranty period as well as any extended product warranty options and costs in the Response Section “Attachment A” of this document.

Proposers shall guarantee that the equipment offered is standard, new equipment and that no attachment or part has been substituted or applied contrary to manufacturer’s recommendations and standard practice. Products furnished shall be guaranteed against any defect due to faulty material and/or workmanship. Products must meet all federal, state and local standards for quality and safety requirements and must be UL approved. All equipment, peripherals and supplies delivered shall be first quality manufacture, workmanship and finish. No remanufactured or refurbished equipment shall be provided under the terms of this agreement. An Exception will be made for warranty loaner equipment.
C. **Technical Documentation**  
The contractor shall provide with all equipment or product purchased under this RFP, one copy each of the operator’s and maintenance manuals, and any other technical data normally provided along with new purchases. Operator manuals, maintenance manuals, and technical data shall be provided per delivery or installation to the site contact for each purchase. District reserves the right to copy manuals for use in training District personnel. Technical documentation involving detailed instructions for operation and maintenance is to be delivered with each purchased unit or product, equipment or peripheral device. The language of the documentation should be in English.

D. **Scope of Work**  
Authorized District employees will initiate contact with the successful contractor(s) when purchase and/or installation of equipment is needed. The contractor is expected to meet with the District authorized representative to determine their specific needs and to view the location of the installation, for turnkey system installations. The contractor will prepare a quote, scope of work and printed diagram detailing the installation. All costs shall be detailed, a comprehensive materials list shall be drafted, and all procedures, assumptions and expectations are to be stated within contractor’s scope of work. This quote, scope of work, materials list, diagram(s) and an estimated timeline for completion shall be submitted to District for review and thereafter formally approved by District representative. District representative will forward all pertinent information on to District’s Purchasing and Contract Services department for the issuance of a District authorized Purchase Order. If the District representative requires changes or alterations to this initial design, the contractor will perform a review and resubmit the quote, scope of work and diagram as well as revised estimated timeline for completion of the project. If further changes or alterations are required due to any requested changes by District, Contractor will be allowed, on a case by case basis, to charge a design fee for all requested changes beyond the three quotes, scopes of work, and diagram per installation job. All purchases of equipment and installation services must be authorized by a District issued Purchase Order to the contractor before delivery and installation of equipment may commence or be accepted.

E. **Installation**  
The successful contractor is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The contractor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites. Contractor must provide training to the site contact person on proper operation of equipment. Adaptors should not be used in permanent installations unless no other technical alternative is possible.

F. **Protection of Work and Property**  
Contractor shall be responsible for all damages to persons or property that may occur as a result of his/her fault or negligence in connection with the
execution of this award. Contractor shall be responsible for the proper care and protection of District property (e.g. covering equipment to protect from dust and debris, etc.), all materials provided/delivered and work performed until completion and final acceptance by District. All work shall be performed solely at contractor's risk. Contractor shall take all necessary precautions for safety of all personnel on the work site and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by such features on the course of construction. Contractor shall provide coverings, enclosures, etc. as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions or theft. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, landscaping, and structures, and to avoid damage thereto, and immediately repair any damage thereto caused by construction/installation operations. Contractor will be required to participate in constructions site safety training.

G. Cleaning Up
Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. All debris shall be removed from premises. Upon completion of work, contractor shall clean areas where debris has collected.

H. Contract Performance Bond
The successful proposer/firm will be required to furnish a bond of a surety company satisfactory to the Board of Trustees guaranteeing faithful performance of the agreement in the amount of:

$20,000 (Twenty Thousand Dollars)

This bond should be delivered to the Purchasing and Contract Services department within fifteen days from award by the Board of Trustees and prior to commencement of any work or Purchase Order acceptance. If surety is not provided within fifteen days, District may cancel the award and award to the next proposer.

In the case when the performance bond is submitted as a cashier's check or cash, the funds will be deposited into a non interest-bearing District account. Within thirty days following the end of the final contract period (This period to include the warranty period), providing there are no claims placed against it, the District will return to the vendor the original amount plus simple interest for the duration of the deposit. The bond will be retained by the District until the end of the warranty period.
I. **Conformity to Specifications**
All materials and services furnished as a result of this solicitation must conform to the specifications cited herein. Material and services provided are subject to inspection and approval after delivery. District reserves the right to reject any portion of a shipment or service that is defective or fails to comply with specifications, without invalidating the remainder of the order. Such rejection will be at the risk and expense of Contractor.

Any rejected material as determined by the District may be held by the District for disposition at the expense and risk of the contractor.

J. **Prior Order Quantities**
Quantities as listed within Attachment A are for the purpose of evaluation and only reflect historical usage and may have been adjusted for projected and anticipated needs. District may purchase more or less than the quantities as shown during the agreement period. District shall have no liability whatsoever for failure to order or for termination of use of standard items.

K. **Purchases out of Contract**
District reserves the right to make purchases of similar items from other sources when timing, availability and/or need dictates.

X. **TECHNICAL SPECIFICATIONS**

A. **Attachment A** – Equipment and Hourly Services.
This section is a listing of all equipment and service(s) that have been designated as District standard.

This listing will be used as a reference for individual items and for installations that may require design, installation and related labor.

B. **Section B** – Room Installations
As described in Section XVII, C, provide a detailed SOW for each. The three installation scenarios as described within this section represent turnkey installations for District class/lecture rooms at any location. Regarding the rooms as described, the proposer may assume all electrical and data drops are in the appropriate locations. The proposer may further assume a new installation in a newly constructed room. All equipment, cabling, faceplates, supplies, etc., needed for installation must be included in the detailed quote. All assumptions, expectations, procedures, and timelines for installation must be included in the vendors Scope of Work. A diagram of the installation must be included. Each section details the size of the room. The Proposer should plan a room with these dimensions, assuming defined entries and no windows. Proposer should utilize only the equipment identified in Attachment A as the source for equipment and the proposed services hourly rates to complete the solution in both scenarios.
XI. EQUIPMENT SPECIFICATIONS

The listing of equipment in Attachment A of this RFP identifies equipment and peripherals that have been designated as District standards through the District’s Audio-Visual Subcommittee. As technology changes and equipment changes, District will work closely with the contractor to adjust the list in order to respond to changes in technology and manufacturer’s models of equipment. For discontinued models, the contractor will be expected to furnish all equipment with manufacturer suggested replacements, using the same costing formula as per Contractor’s initial response. This may require an audit of the contractor’s records of purchase by District.

As new technology emerges, District reserves the right to request additional equipment be added to the current listing of equipment within Attachment A and to negotiate a price for the duration of the current contract, subject to the escalation clause of a future renewal.

XII. INSTALLATION SPECIFICATIONS

Scopes of work for each project must include an estimated time for completion. Using the estimated completion time as a basis; District will rely on Contractor’s timely completion for delivery of all equipment as well as installation. All installations are to be completed during normal business hours or during mutually agreed upon off hours that minimize disruption of College instruction and services.

All installations are to be professionally completed, matching components to existing colors, finishes and current configurations.

Surge protectors to be used for all electrical equipment as required. Surge protectors should have a minimum 2160 joule rating, 150 clamping voltage, 20dB EMI / RFI filtering, and $75,000.00 insurance for connected equipment.

Contractor will be expected to be knowledgeable with and adhere to all applicable California electrical, building, construction, safety, and business codes.

The contractor must provide the list of equipment, manufacturer, model, serial number, asset tag, and other unique identifiers upon sign-off of designated A/V representative of each campus. District will coordinate assignment of asset tag/numbers with Contractor.

A. Mounts:
   All projector, screen and video display mounts must meet Department of State Architects (DSA) approval.

B. Items provided by the District:
   1. Appropriate power and data at the instructor workstation and at the location of the ceiling mounted projector and video panels, and any other equipment needing power and or data.
   2. Ethernet Local Area Network connectivity wiring
   3. Alarms and related wiring
4. Alarms and wiring shall be the responsibility of the District.

XIII. DESIGN SPECIFICATIONS

Contractor is expected to make an on-site visit to installation location and meet with District representative to discuss expectations and options for equipment and lay-out of equipment.

Contractor is expected to provide manufacturers’ brochures or websites for District representative to research equipment independently when requested.

Where appropriate, Contractor is expected to deliver a quote, scope of work, and diagram within 15 business days of onsite consultation or final discussion. District reserves the right to make three sets of changes to this original quote, scope of work, and diagram without charge. It is expected that both the vendor and District will try to insure expectations are clear and well defined to eliminate excessive design fees.

After Purchase Order issuance, any changes in the cost or Scope of Work as incorporated within the Purchase Order must be approved in writing by the District Purchasing and Contract Services Department. Failure to obtain written approval to change the Purchase Order may result in exclusion of some costs and delays in payment.

The installation must be 100% complete and approved by authorized, on-site audio visual District representative before payment will be made by the District’s Finance Department.

A. Scope of Work

Scopes of Work will detail Contractor’s and District’s expectations, duties, and responsibilities. The Scopes of Work must contain:

1. Description of installation and primary purpose including functionality to be provided by system, and associated programming requirements.
2. Procedures to be followed during installation.
3. Estimated time to complete during normal business hours.
4. List of Items District must provide.
5. Complete and comprehensive list of all equipment, parts, materials, labor, programming and design time and costs of each item (a complete quote).
6. Diagram showing locations and elevations of all items installed, including cabling, face plates, and accessories.

XIV. TRAINING

Contractor will coordinate with the authorized on-site audio visual representative to provide comprehensive on-site training for each installation. Training shall cover the operation and maintenance of the systems. All training shall be conducted during normal business hours. For all hardware and software components installed, the
contractor is required to train District’s designated End-user personnel to enable effective operate the complete system.

Proposers to this RFP shall provide technical training that is commensurate with the scale and scope of the project. All contractor-provided training activities must meet the expectations of the authorized on-site audio visual representative. Access to manufacturer training modules and materials must be provided to District authorized on-site audio visual representative.

A. Documentation

All manufacturer documentation, including but not limited to, warranty materials, equipment manuals, and signage for the system are to be provided by Contractor for each installation. District retains the right to copy all manuals and instructions provided for internal use.

XV. PERFORMANCE REQUIREMENTS

The successful contractors must deliver goods within thirty days from receipt of an order, unless otherwise mutually agreed upon, with exceptions being made for special orders and backorders. Contractor must notify District’s Purchasing and Contract Services Department of any deliveries that will not be made within thirty days, along with the reason for the delay.

The successful contractor shall have the capability to provide updates to the product/price list during the agreement period to reflect new products, manufacturer’s price changes and deletion of discontinued products. It shall be the sole responsibility of the contractor to notify District’s Purchasing and Contract Services department, in writing of such changes.

The successful contractor and assigned technicians must be qualified to design, quote, install, and configure products as well as perform preventive and corrective maintenance on stated equipment. Contractor must also demonstrate sufficient staffing and scheduling capacity to simultaneously meet the performance and scheduling requirements of the District. Contractor must maintain current InfoComm general Certified Technology Specialty and Extron Audio Visual Associate certifications.

The successful contractor shall be required to submit activity reports to the Purchasing and Contract Services Department and authorized on-site audio visual representatives on a quarterly basis commencing upon initiation of an award. The reports shall be provided in electronic format, on computer generated spreadsheets, and shall provide, at minimum, the following information;

- On-going purchase history based upon each product/item number throughout the term of the award.
- Revision of part number of specification for each product/item.
- Approved cost revisions for each product/item number throughout the term of the award.
• Chronological Maintenance history
• Other reports as requested by the District.

XVI. EVALUATION OF RESPONSES

A. Basis for Award and Evaluation Criteria
The specifications contained herein describe products and/or services considered acceptable to District. Specifications considered to be equal may be submitted when authorized herein. It is the responsibility of Proposer to provide full documentation with the response to establish a claim of equal offering. Specifications and item descriptions which may contain additional or peripheral features at an additional cost may be identified by Proposer on a separate sheet of paper which shall include the initial item description’s line item number, description of the peripheral item, and per unit cost. Review of all such documentation, examination of any response, and determination as to whether a response meets the specifications contained herein shall be made by District. The opinion of District shall be final.

Responses will be evaluated by District to determine the lowest, responsive, responsible proposals meeting terms, conditions, and specifications of this solicitation. Multiplying the unit price by the quantities on each line item, adding the extended amounts of each line item together for a grand total, will determine low bid for items contained within Attachment A, Section 1.

If there are any mathematical errors within the response, District will consider the per unit price response as the intended price and make the mathematical corrections.

This Request for Proposal will be awarded to two (2) of the three (3) low responsive and responsible bidders in accordance with California Education Code Section 81645, which states:

“The governing board of any community college district may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids, for the acquisition, procurement, or maintenance of electronic data processing systems and equipment, electronic telecommunication equipment, supporting software, and related materials, goods, and service, in accordance with procedure and criteria established by the governing board.”

B. Evaluation Criteria
This RFP process is being undertaken to enable District to select two Proposers that will provide the products and/or services that are the subject matter of this RFP. A review of the responsiveness of the submittals will be conducted to ensure that all requirements of the RFP have been met. District staff will evaluate responses initially to determine the four lowest, responsive, and responsible proposals meeting terms, conditions, and specifications of this solicitation. District will only consider the four (4) lowest responses for award.
The fourth lowest response will be considered for award in the event that one of the lower responses is disqualified.

Submittals will thereafter be evaluated on several criteria deemed to be in the District's best interests, including, but not limited to:

1. Reasonableness of cost
2. Experience
3. Responsiveness
4. Responsibleness

The Proposer must have ability to provide the required services with the necessary professional qualifications for the satisfactory performance of the scope of work. The Proposer must show adequate, relevant experience that demonstrates professional competence, working knowledge of all aspects within the scope of work as stated. The ability to demonstrate system design and configuration, qualifications of staff and installation standards shall be included within proposer’s bid response.

Certifications, partnerships, and industry trade memberships are to be included in a proposer's response. Proposers are to include their level of certification, date/year awarded, date/year due for renewal, and specific versions of products to which it applies.

C. References
Proposer will provide six references for which comparable work was performed within the past two years as listed in their experience above. Three of the six references must be for accredited, California Higher Education Institutions. Information on each reference should be verified by Proposer prior to submittal in order to ensure accurate information is presented to District. Proposer shall provide the name of the client, a contact person with first-hand knowledge of Proposer’s work, a telephone number, the nature of Proposer’s work and the dates of association. Past quality of services, whether performed on schedule and within budget will be evaluated. If Proposer provides more than six references, District will randomly select six of the references.
XVII. PROPOSER’S RESPONSE SECTION (see checklist page 28)

All of the following information must be completed, on the forms provided. Failure to provide information requested or failure to use the forms provided may deem your bid non-responsive. Additional materials may be included, but will be used for informational purposes only.

A. Proposer Submittal Documentation

Proposer shall provide the following as part of the submittal documentation

1. Completed Bid Response Form for Attachment A
2. Completed Submissions Requirement Checklist
3. Completed Bid Response Form for Section B
   Three completed Scopes of Work, one for each scenario as described in Section B. Each submittal configuration requires a formatted Scope of Work with a detailed price quote including labor hours and cost for each professional services category. Drawings in DWG format shall include; reflected ceiling plan, floor plan, front/rear room elevation, audio video, and control wiring flow diagrams for all equipment, accessories, cabling, faceplates, pipes, flanges and labor. Each Scope of Work must include a detailed listing of equipment and services. Proposer’s submittal must represent a complete package for all design, labor, and installation as well as product pricing. Proposer's pricing for equipment and/or peripherals must match those product descriptions and labor services specified within Attachment A of this RFP document.
4. Any/All additional costs associated with completing the scenario installation.

Responses shall contain detailed information on the items listed below. This information should be submitted on Proposers letterhead.

5. List Professional or employee certifications relevant to Audio-visual Equipment.
6. List all manufacturers authorized reseller certifications, and authorized dealer agreements.
7. Define all professional services offered. (The cost for each should be included in Attachment A.)
8. Detailed written proposal describing experience, strengths and company background.
B. SUBMISSION REQUIREMENTS/CHECKLIST

The District reserves the right to reject any and all submittals that do not respond to all instructions in this RFP. Respondents must submit the required number of sets of all requested information, including but not limited to the following:

- Signature Page
- Addenda Receipt Acknowledgement
- Designation of Subcontractor’s
- Subcontractor References
- Product Price List/Proposal (per Section A)
- Responder’s Questionnaire
- References
- Statement of Exceptions
- Affirmative Action Certification
- Minority, Woman, and Disabled Veteran Owned Enterprises Certification
- Contractor’s Certification Regarding Worker’s Compensation
- Non-collusion Affidavit
- Green Purchasing Information Request

FAILURE TO PROVIDE THE REQUIRED ADDITIONAL RESPONSE DOCUMENTATION IN THIS REQUEST FOR PROPOSAL MAY RESULT IN THE BID BEING DETERMINED NON-RESPONSIVE.
C. BID RESPONSE, SECTION B (includes three scenarios)
1. STANDARD CLASSROOM: Room Size: 40' x 40', maximum occupancy = 40 people, flat/no elevation, 10' "T" Bar Drop Ceiling, 16"OC Steel Stud w/ Drywall walls (NEW CONSTRUCTION), Ceiling mounted projector, 4 ceiling recessed speakers, wireless receiver and microphone, Single lectern w/storage drawer, wall mounted 60x96", 113" diagonal screen, DVD/VCR, MLS video switcher (supporting 1 PC, 1 Laptop, 1 DVD/VCR, Closed caption decoder, output for assistive learning, document camera, cabling, connectors, installation, and programming), controller including controller support for remote control of AV devices and remote PC desktop management. Mark as SOW “Standard Classroom-1”.

![Standard Classroom Diagram]
2. **STANDARD CONFERENCE ROOM** - Room Size: 23' x 17', maximum occupancy = 21 people, flat/no elevation, 10' "T" Bar Drop Ceiling, 16"OC Steel Stud w/ Drywall walls (NEW CONSTRUCTION), Wall mounted minimum 52" display, minimum of two ceiling mounted speakers, DVD, MLC video switcher (supporting 1 PC, 1 Laptop, 1 DVD, Closed caption decoder, cabling, connectors, installation, and programming). Mark as SOW “Standard Conference Room-2".
PRESENTATION STADIUM HALL: Room size: 50' x 70' with stadium seating on a progressive 6' overall elevation, maximum occupancy = 100 people, 12' "T" Bar Drop Ceiling, 16"OC Steel Stud w/ Drywall walls (NEW CONSTRUCTION). Ceiling mounted 4500 lumens projector, 8 recessed 6.5" ceiling speakers, single lectern, 60x80" ceiling mounted recessed electric screen, two large HD monitors, DVD/VCR, video switcher, amplifier(s), touch panel control, GUI control system interface that includes display input selection for Primary Computer with interactive touch screen, Laptop, DVD/VCR, Document Camera, and Video Conference device, input level control, audio output level control, VCR/DVD transport controls, system power to include screen, rack, and projector, closed caption decoder, output for assistive learning, controller, cabling, connectors, installation, and programming. Mark as SOW “Presentation Stadium Hall- 2”.

![Diagram of Presentation Stadium Hall](image-url)
D. CONTRACT RENEWAL OPTION

The District reserves the right to consider the extension of this contract for additional periods. Time of such extension is to begin the day after the end of the current term of the AWARD and end six months thereafter. Contractor performance may be a major factor in determining whether to exercise the renewal option. By submitting this response, the proposer accepts the District's option to extend the contract.

Proposer must provide the following information:

1. Are the prices contained in this bid firm through January 23, 2015?

   YES _____ NO _____ If no, proposer must complete the Price Adjustment Clause.

2. Price Adjustment Clause:

   A. Hardware
   Any increase to the District shall not exceed the following percentages per renewal period: Renewal Option, effective January 24, 2015 to January 23, 2015 _____%

   B. Labor
   Any increase to the District shall not exceed the following percentages per renewal period: Renewal Option, effective January 24, 2015 to January 23, 2015 _____%

   C. Consulting
   Any increase to the District shall not exceed the following percentages per renewal period: Renewal Option, effective January 24, 2015 to January 23, 2015 _____%