

**REQUEST FOR RFB #21-04**  
**Arts, Humanities, Communications & Telecommunications**  
**Saville Theatre Lighting Upgrade**  
**City College**



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

**RFB RESPONSES DUE BY 05/10/2021 AT 11:30 A.M.**  
**NO LATE BIDS WILL BE ACCEPTED.**

KELLIE SILVA, BUYER  
PURCHASING AND CONTRACT SERVICES  
[KSILVA@SDCCD.EDU](mailto:KSILVA@SDCCD.EDU)  
(619) 388-6562  
(619) 388-6893 (FAX)

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## PROPOSAL COVER PAGE

The San Diego Community College District (hereinafter referred to as the "District") is soliciting sealed bids for the acquisition and delivery of new theatre lighting items for the Saville Theatre at San Diego City College. The anticipated award shall be for a one-time purchase only, at the prices resulting from award of the contract. All items listed within this solicitation are intended for educational and instructional purposes at the San Diego City College Campus.

The Saville Theatre, with a seating capacity of 282, serves the entire City College campus community. The Theatre has a proscenium stage, fly system, lighting instruments, projection screens, and an orchestra pit. In a traditional school year, the Saville is the "classroom" to five drama classes and is essential for performances and for Technical Theatre education and training. Convocation is regularly held at the Saville, along with the Social Justice Conference, Chicana/o Graduation, and many World Culture events.

Sealed proposals will be received until **11:30 a.m., May 10, 2021**

All inquiries for information should be directed in writing to:

**Kellie Silva, Buyer**  
**Purchasing and Contracts Services**  
**San Diego Community College District**  
**3375 Camino del Rio South, Suite #270**  
**San Diego, CA 92108-3883**  
**ksilva@sdccd.edu**  
**Telephone: 619-388-6562**

The proposal should be mailed or delivered directly to:

**San Diego Community College District**  
**Distribution Center**  
**Attention: Kellie Silva/ Gary Waldrop, RFB #21-04**  
**9315 Hillery Drive**  
**San Diego, CA 92126**

### **Offer and Agreement:**

In compliance with this Request for Bid #21-04, and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: \_\_\_\_\_ Date \_\_\_\_\_

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

Signature in Ink of Authorized Representative Title: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

## I. OVERVIEW

The San Diego Community College District (hereinafter referred to as the "District") is soliciting sealed bids for the acquisition and delivery of new, institutional-quality theatre lighting for the Saville Theatre for Arts, Humanities, Communications & Telecommunications department at City College. The anticipated award shall be for a one-time purchase only, at the prices resulting from award of the contract. All items listed within this solicitation are intended for educational and instructional purposes at the San Diego City College Campus.

The Saville Theatre, with a seating capacity of 282, serves the entire City College campus community. The Theatre has a proscenium stage, fly system, lighting instruments, projection screens, and an orchestra pit. In a traditional school year, the Saville is the "classroom" to five drama classes and is essential for performances and for Technical Theatre education and training. Convocation is regularly held at the Saville, along with the Social Justice Conference, Chicana/o Graduation, and many World Culture events.

### A. Definition of Parties

The San Diego Community College District will hereinafter be referred to as "District". Those companies responding to this Bid shall herein after be referred to as "Bidders". The Bidder or Bidders to whom the contract is awarded shall herein after be referred to as "Contractor".

### B. Award of Contract

This solicitation will be awarded to the vendor(s) who provide the lowest, responsible, responsive bid meeting the terms, conditions, and specifications of this solicitation. Award will be by line item except where indicated on the response sheet.

## II. EXECUTION OF TRANSACTION

The District intends to award to the lowest, responsive, responsible Bidder or Bidders who by submission of their bid fully understand that the anticipated transaction requirements, terms, conditions and technical specifications do not fully identify nor completely define the District's requirements and satisfaction. Execution and completeness by the successful Bidder or Bidders shall be expected and measured by the Contractor's ability to work closely with the District's designated representative(s) to ensure the purchase and delivery of all items with high overall District satisfaction.

The resulting Purchase Order/Agreement shall be a summation of this Request for Bid, Addenda and the Offer.

## III. SCOPE OF BID

The selected Contractors will serve the District, including the Arts, Humanities, Communications & Telecommunications department at City College. Order placement for all purchases for any product, equipment, goods and/or supplies shall be made to the Contractors via Purchase Order as initiated within the District's Purchasing and Contract Services Department.

The District is not committing to the purchase of any specific items, services or quantities by issuance of this Request for Bid (hereinafter referred to as "RFB"). The item descriptions and quantities contained within this RFB are provided for the purpose of evaluating prices and products as proposed, and may not represent the actual quantities or configurations to be ordered by the District upon award or in the future. Acknowledgement is made by the District for new manufacturer's product development, current product specification modification, as well as existing product end of life. All suppliers submitting a response, as well as the District, mutually agree that all items offered in response to this solicitation are to be considered standard stocking items by those who offer their bid response. The 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/part end of life.

Interested Bidders should review this document and contact the Buyer, Kellie Silva, in written format *ONLY* with any questions. Submission of questions shall *only* be received via email at [ksilva@sdccd.edu](mailto:ksilva@sdccd.edu). Submission of written questions shall *only* be received during the "Receipt of Questions" period. (Refer to VIII. Special Terms and Conditions, Section M entitled "Bid Process Timeline" for this Bid).

*At the District's option and in its best interest, the District may add, delete or modify items covered as part of this agreement in order to take advantage of changing technologies or requirements after award.*

Only information supplied by the District's Purchasing and Contract Services Office in writing or within this document should be used in preparing responses. All contact that a Bidder may have had before or after receipt of this RFB with any individuals, employees, or representatives of the District or any information that may have been read, seen, or heard regarding the acquisition of furniture by the District should be disregarded in preparing responses.

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

#### **IV. GENERAL TERMS AND CONDITIONS**

##### **A. Response to Request for Bid**

Responses to this RFB must be submitted in electronic format on a CD or USB thumb drive and responses must be typed format. All files must be submitted as originally downloaded format (i.e., Excel, Word, PDF). In addition to the electronic submission, the **Signature Page and Response Sheet must be submitted as hard copies. Signature Page must contain original signature.** *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 Bidder's standard unit of issue is different from the unit of issue specified by the District, the Bidder must properly note the firm's unit of issue within its response.

##### **B. Submittal of Response**

The **hard copy response** must be submitted in a separate, sealed envelope or package with the District's solicitation number printed on the outside.

All bids **MUST** be hand delivered or mailed to the following address:

**San Diego Community College District  
Distribution Center  
Attention: Kellie Silva/ Gary Waldrop, RFB #21-04  
9315 Hillery Drive  
San Diego, CA 92126**

***NO LATE BIDS WILL BE ACCEPTED!***

Responses must be received and stamped in the District's Distribution Center, by 11:30 A.M., PST, on Monday, May 10, 2021. Any bid received after the scheduled deadline or with insufficient postage shall be refused and returned to the Proposer unopened.

**C. Changes after Opening**

Bidder must verify their responses before submission to the District. A response cannot be withdrawn after public opening. No response can be corrected or altered after being opened. The District will not be responsible for errors or omissions on the part of Bidders providing responses.

**D. Designation of Subcontractors**

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each Bidder shall provide the name and location of the place of business for each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work or improvements to be performed under this contract. Only one subcontractor can be listed for each portion/task as is defined by the prime Contractor's response.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the Bidder 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 the District, and then only after a finding and thereafter reduced to writing as a public record of the District.

**E. Trade Discounts**

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

**F. 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 Bidder.

**G. Withdrawal of Offers**

Any Bidder 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 the "Bid Process Timeline" for Bid schedule closing dates and times).

Written requests for withdrawal of response must be sent to the following address:

Kellie Silva  
San Diego Community College District  
3375 Camino Del Rio South, Suite 270  
San Diego, California 92108  
ksilva@sdccd.edu

**H. Bidders 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 RFB document.

**I. Affirmative Action Plan**

All Bidders submitting a response are required to file an Affirmative Action Compliance Plan and Certificate of Compliance with Affirmative Action Program. The forms are included with the Mandatory Bid Forms.

**J. Minority, Woman and Disabled-Veteran-Owned Business Enterprise Certification**

All Bidders who conduct business with the 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 bid as non-responsive.

**K. Release of Information**

Bidders providing response as a result of this solicitation will be notified of Purchasing and Contract Services' recommendation for award to the District's Board of Trustees in advance of the Board's decision. This will be the only information released after all offers are read aloud at the opening of the Bid and before the District's Board of Trustees awards the agreement.

**L. Addenda**

Any addenda issued by the District's Purchasing and Contract Services Department during the time of bidding or as part of the formation of bid documents issued to the Bidder for preparation of bid response shall also be made as part of the agreement. Addenda may be downloaded from the Purchasing and Contract Services website at [http://busssrv.sdccd.edu/purchasing/bid\\_rfp\\_invitations.cfm](http://busssrv.sdccd.edu/purchasing/bid_rfp_invitations.cfm).

**M. Brand Reference**

The specifications outlined herein shall be intended to serve as a stated guideline. Brands and models as detailed herein are based on the establishment of initial District standards and/or requirement. Nothing stated herein within this bid document is intended to be restrictive as to make, model or brand. Brands referenced herein by the District are intended to indicate acceptable quality and performance, and not necessarily as a brand reference or preference unless stated specifically within this document.

Equipment standards are based on life-cycle costing of the products listed including relevant design features, warranty terms, service and maintenance required, and availability of replacement parts. Bidders are welcome to provide pricing on other brands or models but must include these life-cycle costing measures in their response submittal.

***All clarifications as addressed within a submittal must be contained on Bidder's letterhead and made part of the Bid Response. Bidder shall separately and individually list each product exception or equivalent. The formatting of the exception/equivalent statement within the Bidder's response shall mirror that of the "Response Summary Form".***

**N. Equivalent Product**

For all itemized equivalent product response submittals, Bidder's must provide the following:

1. Product identification, including manufacturer's name and model number.
2. Manufacturer's literature, marked to indicate specific model, type, size and options to be considered, performance and test data, certification of compliance to reference standards, dimensional difference from identified product, power, demand and similar utility requirements (if any) differing from the originally identified unit. All documentation must be provided in electronic format.



3. Name and address of other projects where the proposed equivalent product and accessories have been installed.

Review of all submitted documentation, examination of any response and content, and determination as to whether a response meets the specifications contained herein shall be made by the District. The opinion of the District shall be final.

## V. EVALUATION OF RESPONSES

### A. Basis for Award and Evaluation Criteria

Bids will be evaluated by the District to determine the lowest, responsive, and responsible bids meeting terms, conditions, and specifications of the solicitation. Low bid will be determined by multiplying the unit price bid by the quantities on each line item.

If there are any mathematical errors on the bid, the District will consider the unit price bid as the intended price and make the mathematical corrections.

This solicitation will be awarded to the vendor(s) who provides the lowest, responsive, and responsible bid meeting the terms, conditions, and specifications of this solicitation. Award will be by line item except where indicated on the response sheet.

### B. Evaluation of Proposed Equal Product

Specific brands have been selected based on specific instructional program needs. The specifications contained herein describe item(s) or services considered acceptable to the District Specifications. **Full documentation must be submitted for all other As Equal items.** It is the responsibility of the Bidder to provide full documentation with its bid to establish a claim of equal offering. Instructional program requirements as judged by the District will be the final basis for this determination.

Review of all such documentation, examination of any offering, and determination as to whether an offering meets the specifications shall be made by the District's evaluation committee. The opinion of the District shall be final.

### C. Method of Ordering

Individual Purchase Orders will be issued as required and will serve as the award instrument(s) for the acquisition of products listed herein through the District's Purchasing and Contract Services Department. This will be the only acceptable method of authorizing product purchases and/or work to be done.

### D. Inspection of Facilities

The District shall have the right to inspect the facilities, service areas, and warehouses of all Contractors, as well as their proposed subcontractors, along with those Bidders submitting responses prior to award of this contract. The purpose of such inspection is to determine the Bidder's potential ability to perform under the terms of this solicitation.

The District shall also have the right to inspect facilities and operations of the Contractor(s), and any subcontractors, during the agreement period or extension thereof.

## VI. LEGAL ISSUES

### A. Acceptance of Response

A Bidder's response is subject to acceptance by the District at any time within ninety (90) days after opening of same, unless otherwise stipulated herein.

### B. Assignment of Contract

Contractor(s) 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 the District. **Notice is hereby given, that the District will not honor any assignment made by the Contractor unless the District has consented thereto in writing.**

### C. Cancellation of Contract

The District reserves the right to cancel the contract resulting from this solicitation in its entirety upon thirty (30) days written notice at no cost except for products/services rendered. Such cancellation would 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.

### D. Excuse for Non-performance

Contractor(s) and the District 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 the other party, provided it is satisfactorily established that the non-performance is not due to the fault or negligence of the Contractor(s).

### E. Minimum Shipment Requirements

Offers that include minimum orders or shipment requirements will be deemed non-responsive.

### F. Hold Harmless

Contractor(s) agrees to indemnify and to hold free and harmless the 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(s), or both Contractor(s) and District, but excluding any loss, liability, damages, costs or expense resulting from the sole negligence of the 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.

### G. 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) Project Specific Aggregate (for this project only) ..... \$1,000,000.00

(c) Products/Completed Operations..... \$1,000,000.00

(d) 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, the District's Purchasing and Contract Services department.

All evidence of current insurance documentation shall be submitted to the District's Purchasing and Contract Services Department on or before Friday, June 11, 2021.

**H. Penalties upon Default**

In case of default of this contract by the Contractor(s), the District may procure the articles or services contained herein from other sources. The District may also deduct from any unpaid

balance due the Contractor(s), or collect against the security or from the surety for the amount of any increased administrative costs and excess costs paid for items or services, with prices paid by the District being considered the prevailing market price at the time such purchase is made.

**I. Right to Reject/Waive**

The 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.

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

**J. Terms & Conditions Varying From Solicitation**

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

**VII. DELIVERY/INVOICING**

**A. Conformity to Specifications**

All materials furnished as a result of this solicitation must conform to the specifications cited herein. Materials provided are subject to inspection and approval after delivery. The District reserves the right to reject any portion of a shipment that is defective or fails to comply with the specifications without invalidating the remainder of the order. Such rejection will be at the risk and expense of the 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(s).

**B. Payment Terms and Invoicing Instructions**

The District's payment terms are Net 30 days after receipt of invoice and acceptance of products/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 figured from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. Each invoice shall reflect the purchase order number.

**C. Delivery Terms**

Delivery terms are FOB Destination with freight included to any of the District's facilities within the San Diego metropolitan area. **Point of delivery will be to the City College Campus Stockroom located at 1313 Park Blvd., San Diego, CA 92101.** 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 and time requirements of the campus, as stated within the District's Purchase Order. All deliveries are to be made between the hours of 7:30 a.m. and 3:30 p.m., unless otherwise specified on the Purchase Order. **Delivery notification must be provided one business day before delivery to the City College Campus Stockroom Supervisor at 619-888-0087.**

Each shipment must be accompanied by a packing slip/list, which must reference the assigned Purchase Order number and the room number for each item. **In addition, the items listed on the packing slip, must reflect the District Purchase Order number and Purchase Order line number for each item.**

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.

All items listed within Attachment A need to be delivered, unpacked, installed/set up, and plugged in (if applicable) and set up/tuned if applicable. Vendors are responsible for removing all debris from the site.

**D. Returned Products**

Products returned because of quality problems, duplicated shipments or breakage/damage shall be picked up by the Contractor(s) within three business days after notification, with no restocking charge and shall be replaced with specified products as defined within the District's Purchase Order or the District shall be credited or refunded for the full purchase price.

**E. Prior Order Quantities**

The District may purchase more or less than the quantities indicated on the response form. Bidder and the District mutually agree that all items proposed in Bidder's response are standard stocking items. The District shall have no liability whatsoever for failure to order or for termination of use of standard items.

**F. Additions, Deletions, or Modification of Items**

At the District's option and in its best interest, the District may add, delete, or modify items covered by this contract to take advantage of changing technologies or needs. Contractor(s)'s pricing for those items should follow the same pricing method or formula employed for the items originally contained herein.

**G. Ordering of Products**

The District shall order product(s) on an as needed basis. All orders shall be accepted by the Contractor(s) between the hours of 8:00 a.m. and 5:00 p.m. PDT, Monday through Friday, except legal holidays.

**H. Purchases out of Contract**

The District reserves the right to make purchases of similar items from other sources when timing, availability and/or need dictates.

**VIII. SPECIAL TERMS AND CONDITIONS**

**A. Pricing**

All prices must remain firm and fixed with no price increases until all items that are the subject of this RFB have been fulfilled.

All pricing is to include delivery, and installation, and debris removal, if applicable.

Failure to pass on price reductions by the Contractor(s) to the District shall result in termination of the award.

**B. Product Catalogs**

Contractor(s) shall provide, at no charge to the District, catalogs for all items offered under the agreement upon request by any District personnel. This shall include manufacturer, technical, and descriptive literature covering products offered under this agreement.

**C. Warranty**

All products offered must have a minimum one year warranty against defects. Suppliers should understand that all products offered will be used in a public school setting, must sustain constant use, and should have an extended useful life of at minimum, five years. Any product that fails prior to above warranty, exclusive of abuse and fabric, will be repaired or replaced with all cost born by the contractor, at the sole discretion of the District.

**D. Equipment Failure**

All equipment that fails within ninety (90) days from the date of delivery and installation, and testing is completed will be considered Dead On-Arrival (DOA) and shall be replaced or repaired at the seller's option within ten (10) business days. All equipment failures occurring after ninety (90) 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 ten (10) business days from notification. The District reserves the right to waive this time requirement.

Failure to make equipment complete and operational in a timely manner may result in the partial or full forfeiture of the performance bond.

**E. Demonstration of Qualified Personnel**

Certification that Bidder's personnel are authorized and adequately trained for the installation of their product(s) is required as part of the Bidder's response.

**F. Protection of Work and Property**

Contractor(s) 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(s) 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 the District. All work shall be performed solely at Contractor(s)'s risk.

Contractor(s) shall take adequate precautions to protect existing walls, floors, and ceilings, in addition to sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and immediately repair any damage thereto caused by installation operations.

**G. Protection of Personnel and the Public**

Contractor(s) 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(s) 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 installation.

**H. Cleaning Up**

Contractor(s) at all times shall keep all District property and work areas free from dust and debris. All debris shall be removed from all effected work areas in a timely manner in order to prevent any hazard or damage. Upon completion of work, Contractor(s) shall promptly clean areas where debris has collected. Contractor shall be required to remove debris from site as a result of this RFB. **There will be no dumpsters available for Contractor's use to dispose of debris.**

**I. Worker's Compensation**

In accordance with the provisions of section 3700 of the Labor Code, Contractor(s) shall secure the payment of compensation to his/her employees. Contractor(s) shall sign and file with the 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 form of certification is included as part of this Bid package and must be completed.

**J. District Point of Contact**

The 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 Director of Purchasing and Contract Services, (619) 388-6562.

**K. Access to District Facilities**

The Contractor(s) shall obtain permission from the District's point of contact to enter offices to perform work under this agreement. The Contractor(s)'s access to secured areas will be provided by appointment and coordinated by the District's point of contact.

**L. Regulatory Compliance**

All furniture must comply with California Air Resource Board (CARB) regulations.

UL listing: table system shall be listed to applicable UL standard and requirements by Underwriters Laboratories, Inc.

All upholstery materials shall pass the California fire retardant code, Class 1, Commercial Standard 191-53, Technical Bulletin #117.

**M. Anticipated Bid Process Timeline**

The following timetable illustrates important dates and events that pertain to this Bid. Any activity may be altered by the District, if necessary, as part of a thorough evaluation process.

All potential bidders must obtain a parking permit prior to attendance of any scheduled event from the Purchasing and Contract Services Department.

**April 12, 2021**

**Bid documents are available**

Plans, specifications and other document forms, including bid documents will be available. Prospective bidders may also obtain pertinent bid documents, including any addenda, at the District's website:

[http://bussrv.sdccd.edu/purchasing/bid\\_rfp\\_invitations.cfm](http://bussrv.sdccd.edu/purchasing/bid_rfp_invitations.cfm)

**April 22, 2021, 5:00pm**

**Receipt of Questions**

It is recommended that respondents carefully read the Request for Bid and submit questions for clarification or interpretation during the receipt of question period. Any oral communication concerning this Bid is not binding amongst any party or respondent to this Bid and shall in no way modify the RFB or the obligation of the District. **All communication shall be in writing during the question period ONLY.**

Direct any questions, concerning the RFB, documents or process **during the receipt of questions period ONLY** to Kellie Silva at [ksilva@sdccd.edu](mailto:ksilva@sdccd.edu).

**April 29, 2021**

**Addenda Issued for Questions**

Addenda will be posted on the District website:

[http://bussrv.sdccd.edu/purchasing/bid\\_rfp\\_invitations.cfm](http://bussrv.sdccd.edu/purchasing/bid_rfp_invitations.cfm)

**May 10, 2021, 11:30am**

**COMPLETED RFB SUBMISSIONS DUE AND MUST BE RECEIVED BY 11:30 A.M.**

Late submittals will be disqualified. Respondents must submit one original document. Any information received after this deadline will be disregarded. Send Responses to:

**San Diego Community College District  
Distribution Center  
Attention: Kellie Silva/ Gary Waldrop, RFB #21-04  
9315 Hillery Drive  
San Diego, CA 92126**

**May 10, 2021, 11:30am**

**Bid Opening**

Responses shall be read aloud at **11:30 A.M.** at the address listed above.

**June 10, 2021**

**Anticipated Award**

**June 11, 2021**

**Certificate of Insurance Due**

**IX. 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 Business Support 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 Business Support 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 Business Support 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 requests 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 Business Support 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 Business Support Services  
San Diego, CA 92108

**X. SUBMISSION REQUIREMENTS/CHECKLIST**

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

- Attachment A Response Sheet Form
- Exceptions to the Terms & Conditions or Product Descriptions
- Completion of all forms including:
- Completed and Signed Proposal Page
- Addenda Receipt Certification
- Affirmative Action Compliance Plan
- Affirmative Action Compliance Statement
- Minority, Woman, and Disabled Veteran Owned Business Enterprise Certification
- Non-collusion Affidavit
- References
- Subcontractor Designation
- Subcontractor References
- Worker's Compensation Certification

**FAILURE TO PROVIDE THE REQUIRED ADDITIONAL RESPONSE DOCUMENTATION  
REQUIRED IN THIS REQUEST FOR BID MAY RESULT IN THE BID BEING DETERMINED  
NON-RESPONSIVE.**