

**WEST KERN COMMUNITY COLLEGE DISTRICT
TAFT COLLEGE**

**REQUEST FOR PROPOSALS (RFP)
CLASSROOM AUDIOVISUAL PROJECT**

RFP NO. WKCCD 2122-109

Mandatory Pre-Proposal Job Walk
Wednesday, December 1, 2021
10:00 AM

Proposal Submittal Deadline
Wednesday, December 8, 2021
3:00 PM

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NOTICE IS HEREBY GIVEN that the WEST KERN COMMUNITY COLLEGE DISTRICT, Taft, CA, Kern County, acting by and through its Board of Trustees, hereinafter referred to as the District, will receive sealed Proposals for the award of a Contract, pending funding, for the following:

RFP # WKCCD 2122-109 CLASSROOM AUDIOVISUAL PROJECT PHASE II

Sealed Proposals must be delivered to the location below on or before, **NO LATER THAN December 8, 2021 AT 3:00 PM (PST)**:

West Kern Community College District
ATTN: Brock McMurray,
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

NOTE: Proposals submitted by fax or email are NOT acceptable. Vendors are solely responsible for ensuring their Proposals are received by District at the time, date and location shown above. District is not responsible for any delays in mail delivery.

District will provide information to Potential Vendors regarding the requirements of the RFP via email and by posting on District's website at [Taft College | Financial Reports and Other Required Disclosures](#). Thus, all interested vendors must submit a request to District for the RFP Documents and provide a valid email address to receive further information. Each Proposal must conform to the RFP Documents, including but not limited to, Scope of Work, all Terms and Conditions, and RFP Forms. Any Proposal that is submitted late and/or does not conform to the requirements set forth in this RFP Document may be rejected as non-responsive.

Proposals may be withdrawn, upon written request, at any time prior to the scheduled Proposal Submission Date. However, no Vendor may withdraw their Proposal for a period of one hundred eighty (180) calendar days after the designated time for the Proposal submission.

The District reserves the right to reject any and all Proposals or to waive irregularities in any Proposal.

By Order of the Board of Trustees of the
WEST KERN COMMUNITY COLLEGE DISTRICT

West Kern Community College District

REQUEST FOR PROPOSALS NO. 2122-109
CLASSROOM AUDIOVISUAL PROJECT PHASE II

West Kern Community College District (“District”) serves the diverse educational needs of students of all ages. The District is comprised of one campus.

1. RFP AND PURPOSE OF RFP

- 1.1 Introduction. The District hereby solicits Proposals from technology firms for new installation and modernization of select aging classrooms within the District. The project shall result in an installation plan, modernization plan, equipment specifications, installation, configuration, programming and support for a comprehensive and modernized audiovisual presentation and room control solution. The solution must create a high quality, state-of-the-art audiovisual and integrated room control system to facilitate audiovisual presentations. The proposed solution must provide high definition, high performance, professional digital multimedia presentation systems capable of meeting the district’s current and future audiovisual and room control technology needs.
- 1.2 Classroom Audiovisual Project Objectives. There are multiple objectives the District seeks to achieve through the phase II of the classroom audiovisual project. Primary objectives are summarized below. Additional requirements for the project are set forth in the RFP.
- 1.2.1 Equipment Upgrades. The Project may include, but not be limited to, upgrading the audiovisual equipment in classrooms T15, T14, T13, T12, T10, T9, T5; TIL731, TIL 730, TIL 723; Library 311; Science 6 & 7; Science 11 (Conference Room), ITEC, ETE01, ETE02, Human Resource Conference Room, Child Development Conference Room, GYM Lab, and Facility Conference Room.
 - 1.2.2 Design Documents. Technology firms should have experience producing design documents and installing the required technology items. This project is specifically for the design and/or creation of the various technology installation and upgrades, as well as the installation of the District’s selected system.
 - 1.2.3 Timeline. The selected Vendor will perform the Project during fiscal year 2021-22 to be completed by end of Summer 2022 term. Pricing shall be guaranteed for the term of the Agreement.
- 1.3 Proposer Qualifications. Each firm responding to this RFP must demonstrate their background, qualifications, competence, and capability to perform the Project described in the Scope of Work.
- 1.4 Obtaining RFP. District will provide information to Proposers regarding the requirements of the RFP via email and by posting on District’s website at [Taft College | Financial Reports and Other Required Disclosures](#). All prospective Proposers must submit a request to District for the RFP, which will be provided to prospective Proposers by email.

2. DISTRICT BACKGROUND

The district is a two-year, higher-education institution in the California community college system that serves the diverse educational needs of students of all ages. More than 2445 full time equivalency of students (FTES) were enrolled in day and evening classes during the 2020/21 academic year. The regular academic calendar runs approximately from the third week in August through the end of May. Summer school classes are offered Monday through Saturday and run from the beginning of June through mid-August. The District also employs over 250 full-time and part-time faculty and staff. Additional detailed information regarding the district is available at <http://www.taftcollege.edu>.

3. Classroom Audiovisual Project Phase II and Consulting Services

- 3.1. The district expects Vendors to meet the desired criteria listed in this Scope of Work. If Vendor is not able to meet these criteria, Vendor must state any exceptions in the additions, deletions, and/or exceptions portion of this RFP. If not addressed, then District interprets that Vendor is able to adhere to all criteria listed in this Scope of Work and Vendor shall be required to meet all such criteria if awarded a contract pursuant to this RFP.
- 3.2. Scope of project. Number of Rooms Under Review: **22**
- Science Classrooms S6 & S7
 - Tech Arts Building Classrooms T15, T14, T13, T12, T10, T9, T5
 - ETEC Classrooms: ETE01 and ETE02
 - TIL Classrooms: 730, 731, and 723
 - Dental Hygiene Clinic Classroom
 - ITEC classroom
 - Library Classroom 311
 - Conference Room: Human Resource, S11, Child Development Center, Facility & Maintenance
 - GYM Lab
- 3.3. Current Room Configurations. The configurations of each of the rooms being considered for audiovisual upgrade are described below.
- 3.3.1. S6 & S7 Classroom
- 55" LCD TV
 - 2 - Standard projector
 - 2 - Mechanical-assist retractable-into-ceiling projector screen
 - Ceiling speakers
- 3.3.2. Tech Arts Building Classrooms T15, T14, T13, T12, T10, T9, T5
- 55" LCD TV
 - Projector (T9 classroom has dual projectors)
 - Mechanical-assist retractable-into-ceiling projector screen (T9 classroom has dual screens)
 - Ceiling speakers
- 3.3.3. ETE Classrooms: ETE01 and ETE02
- One 55" LCD TV
 - Short Throw Projector
 - Projected on to Whiteboard
 - Ceiling speakers
- 3.3.4. TIL Classrooms: 730, 731, and 723
- 55" LCD TV
 - Projector
 - Powered into ceiling screen
 - Ceiling Speakers
- 3.3.5. Dental Hygiene Clinic Classroom
- 55" LCD TV
 - Projector
 - Mechanical-assist retractable screen
- 3.3.6. ITEC classroom
- 55" LCD TV
 - Projector
 - Mechanical-assist retractable screen
- 3.3.7. Library Classroom 311
- 55" LCD TV
 - Projector

- Mechanical-assist retractable screen
- 3.3.8. Conference Room: Human Resource
 - 55" LCD TV
- 3.3.9. S11
 - 55" LCD TV
 - Projector
 - Powered into ceiling screen
 - 1. Ceiling Speakers
- 3.3.10. Child Development Center
 - 1. Nothing currently
- 3.3.11. Facility & Maintenance
 - 1. 55" LCD TV
 - 2. Ceiling mounted speakers
- 3.3.12. GYM Lab
 - 1. 55" LCD TV

- 3.4. Deliverables. In no particular order, the following deliverables shall be produced by the successful Proposer:
- All deliverables listing in Section 1.1.
 - All deliverables listed in Section 1.2.
 - Training documents
 - Serial #; Model #, and Manufactures

3.5. Project Management & Timeframe. The successful Proposer shall assign a Project Manager to oversee the classroom audiovisual project planning, design and installation, as well as timely completion of deliverables. The project will begin immediately once contract is awarded. The following describes the district's anticipated schedule for completing Consultant Services:

Consultant Service/Activity	Completion
Milestone #1: List of equipment and timeframe for company receiving it.	Two (2) weeks after Contract Award
Milestone #2: Equipment in companies' possession and assembled.	Six (6) weeks after contract award
Milestone #3: Equipment burned in and tested.	Eight (8) Weeks after contract award
Milestone #4: Equipment to be installed in rooms.	Nine (9) Weeks after contract award
Milestone #5: Hand over to College for final approval.	Twelve (12) Weeks after contract award

3.6. Hardware & Software Requirements. This section details the hardware and software solutions the College seeks to implement as part of a modernization plan.

3.7. Core Systems (Required):

- 3.7.1. The provided control system control panel shall be a 7" minimum diagonal sized LCD capacitive touch screen that can be either desk mounted, or wall mounted.
- 3.7.2. The control system shall be separate from the touch screen and interlinked via IP communication. The system will be required to control all display devices power and input controls, display device peripherals (such as motorized screens or external power controls), Video routing equipment switching and auto/ manual functions, audio DSP and

amplifier equipment individual input and output levels-gain and mute functions and auxiliary source equipment functionality. All control methods shall be either 2-way serial or IP based, and all controls shall control devices and receive device status to remotely be capable of always recognizing the status of controlled equipment and properly display feedback to the end user as the system is used. The control system must be capable of being accessed and controlled by multiple devices such as keypads, tablets, PC's, and smart phones to maintain a future capable system. All source code, IP information and passwords must be electronically delivered to the district upon completion of the Project.

3.7.3. The selected Vendor shall install new speakers, amplifiers and all components and related cabling; speaker quantities and types will be specified and approved prior to installation. The selected Vendor will also be responsible for demo/disposal of all old equipment.

3.7.4. The selected Vendor shall install an audio Digital Signal Processor (DSP) that allows for individual control of main audio control, source video audio control, source audio, audio controls, and microphone audio controls. The DSP must be able to be remotely configured via IP and controlled by the control system via IP. Gain controls, speaker and room EQ, delay and feedback suppression shall be configured over IP from a PC. Control panel will control individual gains and mute functions via a limit settable slider control or via a button up and down control. The touch panel via the control system will show accurate feedback of level and mute controls from data received from the DSP. Presets will be required to reset the system to an unmuted and audible volume level for the end user to be able to reset the audio system. All source code, IP information and passwords must be electronically delivered to West Kern Community College District upon completion of the Project.

3.7.5. The selected Vendor shall install a video switching system that will allow for a minimum of 6 digital video inputs and full matrix switching ability to a minimum of 2 digital video outputs. The switcher must be capable of being controlled by the control system and configured and controlled by a PC over IP. Feedback of current switch state and existence of active inputs shall be indicated on the touch panel and receive state information from data received from the video switcher. All video transmission ran within ceilings or walls must be over HDBASE-T.

3.7.6. Taft College is committed to all provisions of Section 508 of the Rehabilitation Act of 1973 to provide accessibility to electronic and information technologies for individuals with disabilities. Electronic and information technologies are a significant means which provides information to Taft College students, faculty, staff, and other constituents.

3.7.6.1 Taft College will rely on the vendor as the expert on this Classroom Audio visual systems and the requirements placed on such systems by ADA, Section 508 and any other Federal statutes and guidelines. If the proposed system includes such functionality, please clearly detail the functionality, any additional equipment required to implement functionality and other systems the proposed system functionality integrate with – including specific manufacturer systems that are compliant with proposed system's functionality. Also include in detail what Federal regulation or guideline mandates the additional functionality. Include section/subsection of the Federal regulation and/or guideline. All add-on software and hardware required to be compliant should be included in the quoted overall cost of the proposer's system.

3.8. Optional Display systems. Displays for rooms can be configured in (but not limited to) 3 possible configurations depending on the preferred environment as follows:

- 2 Monitors and 1 Projector
- 2 Projectors and 1 Monitor
- 1 Projector and 1 Monitor

3.8.1. In all rooms with more than 2 monitors, 2 of the displays will be showing the same video information while the third display will be able to display the same video or another optional video source. Rooms with 2 displays will be able to show the same video source or separate video sources. Projectors will be optional with possible ceiling mounted projectors with electric screens or short throw projectors with a projector rated white board screen. All displays must be able to be controlled via IP or RS-232 with state feedback data delivered to the control system.

3.9. Optional Input Video Sources. Input sources will vary from room to room depending on the room configuration and preferred environment. Options may include but may not be limited to the following: a fixed room PC and a laptop HDMI input with affixed adapters to accommodate Display Port (in required forms), VGA, USB-C; Wireless video receiving devices such as Apple TV, Chrome Cast, Windows WiDi or a customer preferred universal BYOD devices; document camera. The touch panel must be able to be configured by a school technician to be able to change the labels on the touch panels of the video sources from a password protected page and a locally launched keyboard.

3.10. Optional Audio Sources: A microphone or microphone system may be required at any time for any of the rooms so an available xlr audio port must be provided and able to be technician configured from a password protected touch panel page that will allow gain and phantom power configuration depending on the needed microphone or system. Wireless microphones must be IR capable to allow portability and privacy between rooms. Two infrared (IR) receivers will be required for each room. The system must accommodate handheld, lanyard, and belt pack possible configurations. In addition, the cougar room may require a wireless microphone system for at least 10 users with 8 lapel wireless microphones and 2 handheld microphones. These will need to be tied back into the AV system for online meetings.

3.11. Installation Requirements. Contractor will need to work with District staff to develop installation plans and have approved final prior to start of construction. In addition to meeting current AV industry standards, the following criteria must be met:

- 3.11.1. All cabling must be Plenum rated.
- 3.11.2. All cabling connections on the work side floor will be labeled in reference to Video Matrix.
- 3.11.3. All cabling must have enough cable slack for pullout and serviceability.
- 3.11.4. All cabling in the AV cabinet will be labeled in reference to Input/Output diagram locations or devices.
- 3.11.5. All LCD/LFD locations will need a new duplex 5-20R recessed outlet.
- 3.11.6. All cabling to be ran within wall if feasible. If cabling cannot be run within wall, then appropriately sized surface mounted wire mold will be used and painted to match wall color.
- 3.11.7. All wall mounted display locations must have ¾ inch painted backboard for additional support to LCD/LFD.

3.12. Infrastructure Requirements. All new cabling for data will be installed according to EIA/TIA 568-B .2-10specs for UTP Category 6 or 6a, Commercial Building Telecommunications Cabling Standard #569, Commercial Building Telecommunications Pathways and Spaces#607, and Commercial Building Grounding and Bonding Requirements for Telecommunications and any current telecommunications bulletins. Backboard layout, labeling methods, materials, and test results/methods must be approved.

3.12.1. All incoming data cables going into the AV media equipment locations, need to enter

through secured conduits leading them to the wire management raceways and terminated onto patch panels. Each new data cable will terminate on unloaded patch panels that accept snap in jacks like Allen Tel Versatap patch panels or similar models. The jacks with Category 6 or 6a wiring will terminate in District approved colored jacks. Contractor to provide and install patch panels.

- 3.12.2. All equipment must be rack mountable.
- 3.12.3. New Rack Cabinets, 19 in. wide rail mounts.
- 3.12.4. Grounded patch panel type.

3.13. Testing. The successful Proposer is required to complete testing of the entire AV before presenting a “ready to go live” version. The district will perform final testing **before the final payment.**

3.14. Training. Provide a hand on training or detail training documents

3.15. Maintenance/Support. The successful Proposer shall provide two (2) years of support to the district after completion. Support includes helping the district with issues via remote support on campus support. The District expects the successful Proposer to respond to issues via remote support or on campus within four (4) hours window during business days, and be readily available for meetings within one (1) business day, whether on-site or virtually through Zoom or any other Video communication app. Notwithstanding Proposers’ submittal of proposed pricing for maintenance and support services, the district shall have the sole discretion to include or exclude maintenance and support services from the scope of Consultant Services under the Consultant Agreement.

4. RFP REQUIREMENTS AND RFP PROCESS

4.1. Anticipated RFP Schedule. The District anticipates a series of principal activities to complete the RFP process for selection of the Consultant as noted below. Notwithstanding the following description of principal activities and the anticipated dates for completing the principal activities, the District expressly reserves the right to modify the RFP activities and/or the date for completion of any RFP activity.

RFP Activity	Date
District issuance of RFP	Wednesday, November 10, 2021
Mandatory pre-proposal job walk	Wednesday, December 1, 2021 10:00 AM
Deadline for submittal of Proposer questions	Wednesday, December 1, 2021 3:00 PM
Deadline for receipt of Proposals	Wednesday, December 8, 2021 3:00 PM
District review of Proposals (begins)	Monday, December 13, 2021
Notice of Intent to Award Released	Monday, December 20, 2021
Board of Trustees meeting to consider award of Consultant Agreement	Wednesday, January 12, 2022

4.2. Mandatory Pre-Proposal Job Walk.

4.2.1. Scope of Pre-Proposal Job Walk. The District will schedule a “Project Walk” at which time interested Vendors may survey the specific rooms under consideration for audiovisual upgrade. Each of the rooms under consideration is uniquely configured and as such will require a tailored recommendation that is in keeping with the room size, configuration, seating arrangement and viewing requirements.

4.2.2. Questions posed during the Project Walk will be answered during the tour, unless

additional research is required to ascertain information requested by Vendors in response to questions. The purpose of the Project Walk is to provide interested Vendors with an opportunity to view each room firsthand and take detailed notes that will permit the creation of specific equipment proposals that are appropriate to each room under consideration.

- 4.3. The District will conduct a **Mandatory Project Walk** beginning at **10:00 AM** on **Wednesday, December 1, 2021**. Bidders are to meet at the **Administration / Student Services building** (see attached map), West Kern Community College District, 29 Cougar Ct., Taft, CA 93268 for the Project Walk. Upon arrival, all project walk participants will sign in, conduct a temperature screening, and be expected to wear a mask as part of the District's COVID-19 protocol.
 - 4.3.1. Mandatory Attendance; Proposer Principal Contact Attendance. The representatives of each Proposer are required to attend the entirety of the Pre-Proposal Job Walk. Each Proposer must be present at the entirety of the Pre-Proposal Job Walk the Proposer's Principal Contact.
- 4.4. Proposer Questions.
 - 4.4.1. Submittal of RFP Questions. A Proposer must email questions regarding the RFP on or before the latest date/time for submitting Proposer Questions to Amanda Bauer at abauer@taftcollege.edu. The District will not respond to Proposer Questions submitted after the latest date/time for submitting Proposer Questions. The District will respond to timely submitted RFP Questions by issuance of an addendum which sets forth each timely submitted question and the District's response thereto.
 - 4.4.2. No Oral Clarifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Proposer shall rely on any oral clarification or modification to the RFP.
- 4.5. Proposer Responsibilities.
 - 4.5.1. Costs. All costs and expenses to prepare and submit a Proposal responding to this RFP and all other activities related to this RFP shall be borne solely and exclusively by the Proposer.
 - 4.5.2. Preparation of Proposal. Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities of the Proposer and the Proposer's personnel to satisfy the requirements of this RFP, and to successfully perform and complete the Consultant Services. Expensive bindings, promotional materials, etc. are not necessary or desired. Nevertheless, technical materials which support the Proposer's approach and work plan for completing Consultant Services should be incorporated into the Proposer's Proposal.
 - 4.5.3. Timely Submittal of Proposals. The latest date/time for submission of Proposals is set forth in Paragraph 4.1. A Proposal which is not actually received by the District's Vice President, Administrative Services at or prior to the latest date/time for submission of Proposals will be rejected by the District for non-responsiveness. Proposers are solely responsible for the timely submission of Proposals. Proposals must be delivered directly to District's Executive Vice President, Administrative Services. Proposers are solely responsible for: (i) electronic transmittal of Proposals and (ii) complete and accurate transmittal of the entirety of Proposals.

- 4.5.4. Compliance with RFP Requirements. Proposers and Proposals responding to this RFP must comply with requirements established in this RFP. Failure of a Proposal to comply with requirements of this RFP will render the Proposal non-responsive and rejected.
- 4.5.5. Alternative or Multiple Proposals Prohibited. Only one (1) Proposal is to be submitted by each Proposer. Multiple Proposals or alternative Proposals submitted by a Proposer will result in rejection of all Proposals submitted by the Proposer.
- 4.5.6. Prohibitions on Lobbying and Contacts. During the period beginning on the date of the issuance of this RFP and ending on the date of the award of the Consultant Agreement, no Proposer nor any officer, employee, representative, agent, or consultant representing such a Proposer shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the Consultant Agreement with any employee of the District, member of the District's Board of Trustees, except as authorized by this RFP. Any other contact shall be grounds for the disqualification of the Proposer and rejection of the Proposer's Proposal.
- 4.5.7. Addenda and Acknowledgement of Addenda. Each Proposer is solely responsible for incorporating requirements, amendments and all other matters addressed in all Addenda issued by the District to this RFP in the RFP Response. Proposers must acknowledge receipt and incorporation of all Addenda issued by the District; failure to acknowledge all Addenda will result in rejection of a RFP Response for non-responsiveness.
- 4.6. Proposer Withdrawal of Submitted Proposals. Proposals submitted to the District may be withdrawn by the Proposer only if the Proposer submits a written request to the District's Vice President, Administrative Services and such withdrawal request is actually received by the District's Vice President, Administrative Services before the latest date and time for submittal of Proposals. A Proposal withdrawn by a Proposer pursuant to the foregoing may be resubmitted before the Proposal submission deadline.
- 4.7. Proposer Insurance.
 - 4.7.1. Insurance Policies and Minimum Coverage. The successful Proposer will be required to obtain and maintain the policies of insurance described in the Consultant Agreement. Each Proposal must be submitted with evidence of the Proposer's insurance in Tab 5 of each Proposal.
 - 4.7.2. Commercial General Liability Insurance Requirements. Commercial General Liability Insurance obtained by a Proposer shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). Minimum coverage limits shall be two million dollars (\$2,000,000) per occurrence for bodily injury personal injury and property damage and four million dollars (\$4,000,000) in the aggregate.
 - 4.7.3. Automobile Liability Insurance. Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least two million dollars (\$2,000,000) for bodily injury and property damage each accident.
 - 4.7.4. Workers' Compensation and Employer's Liability Insurance. The Proposer shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Proposer shall maintain as an endorsement to the Workers' Compensation insurance policy or as a separate policy, Employer's Liability insurance in the amount of at least one million dollars (\$1,000,000) per accident for bodily injury and disease.

- 4.7.5. Professional Liability Insurance (Errors and Omissions). The Proposer shall maintain professional liability insurance covering the risk of loss resulting from the Proposer's performance of services under the Consultant Agreement with coverage limits of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.
- 4.7.6. Required Insurer Qualifications. All insurance obtained by a Proposer must be: (i) issued by insurance companies acceptable to the District and licensed by the California Department of Insurance; (ii) be currently A. M. Best rated not less than A:XXV; and (iii) issued by an insurer qualified to transact business in California as an insurer and who maintains an agent for service of process within the State of California.
- 4.7.7. Required Insurance Policy Provisions. All insurance policies obtained by a Proposer shall include or incorporate provisions to the effect that: (i) the insurance coverage shall not be cancelled, modified or reduced by the insurer without at least thirty (30) days prior written notice to the District; (ii) the District is an additional insured (except for the Workers Compensation and Professional Liability policies; and (iii) waivers of subrogation.
- 4.8. District Reservation of Rights. The District reserves rights to each and all of the following:
- 4.8.1. Modifications to RFP. The District may revise the RFP or any portion hereof. Revisions to the RFP will be by addenda issued by the District. The District will not distribute addenda to Proposers; Proposers are solely responsible for access the District's website to review any addenda to this RFP. Addenda will be posted at: <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/>. The District expressly reserves the right to extend the date by which Proposals are due. If the District modifies this RFP or issues any Addenda to this RFP, each Proposal must acknowledge receipt and incorporation into the Proposal the substance of each Addenda issued by the District. A Proposal which does not acknowledge all addenda issued by the District and confirm that the substance of all addenda have been incorporated into the Proposal will result in rejection of the Proposal for non-responsiveness.
- 4.8.2. Additional or Supplemental Information. Upon review of a Proposal, the District may request additional or supplemental information which, in the judgment of the District, is necessary to evaluate a Proposal. If a Proposer is requested by the District to provide additional or supplemental information, failure of a Proposer to submit such additional supplemental information as requested by the District and within the time established by the District may result in the Proposal being rejected for non-responsiveness.
- 4.8.3. Waiver of Minor Irregularities. The District may waive minor deviations, irregularities or informalities in any Proposal submitted in response to this RFP. The District's waiver pursuant to the foregoing shall in no way modify the RFP or excuse a Proposer from compliance with the other provisions of this RFP.
- 4.8.4. Rejection of Proposal for Non-Responsiveness. The District may reject a Proposal for non-responsiveness if the Proposal: (i) is not responsive to the Proposal requirements set forth in this RFP; (ii) is incomplete or otherwise fails to fully respond to this RFP; (iii) incorporates false or misleading information; or (iv) omits information rendering a response to be false or misleading. In addition, the District may reject a Proposal if the Proposal fails to demonstrate to the reasonable satisfaction of the District that the prior experiences of the Proposer and the proposed Consultant Team has: (i) skills and experience to successfully complete the Consultant Services; (ii) experience with California community college building program(s); and (iii) experience with construction projects subject to DSA jurisdiction.

- 4.8.5. Rejection of All Proposals. The District may reject all Proposals and decline to award the Consultant Agreement pursuant to this RFP. If the District rejects all Proposals, the District may, in its sole discretion, elect to subsequently re-issue a Request for Proposals for the same or similar services to the Consultant services described in the Consultant Agreement.
- 4.8.6. Cancellation of RFP. The District may, at any time, cancel this RFP. In such event, the District will provide written cancellation notice to all Proposers attending the Pre-Proposal Job Walk.
- 4.8.7. Negotiations and Discussions. The District expressly reserves the right to conduct negotiations and discussions with Proposers concerning their responsive RFP Proposals. Such negotiations and discussions, if conducted by the District shall be conducted in a fair and impartial manner. The nature and scope of the District's negotiations/discussions with Proposers may include identical areas of inquiry for all Proposers, or differing areas of inquiry for different Proposers. The District shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Proposer based on the District's review of the Proposer's Proposal and the areas or subject matters reflected in the Proposal that the District believes warrants additional discussion or negotiation with the Proposer.
- 4.9. Disposition of Proposals.
- 4.9.1. District Property. Proposals become the property of the District upon submittal to the District; Proposals may be returned to the Proposer only at the District's option and at the Proposer's expense.
- 4.9.2. Public Records. Upon submission to the District, Proposals and other documents responding to the RFP are considered public records, except for information contained in such Proposals or other documents submitted with the Proposal deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary". A Proposer who indiscriminately marks all or most of its Proposal or other documents submitted with its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential," "Proprietary," or otherwise, may render the Proposal non-responsive and rejected. Financial statements and other information relating to the financial condition of a Proposer are deemed confidential information not subject to disclosure. The District is not liable nor responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Proposals and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal or documents submitted with a Proposal deemed exempt from disclosure hereunder, the Proposer submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District and its Board of Trustees, employees, officers and agents in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder,

retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

5. RFP Submittal Requirements

- 5.1. Submission of a proposal shall be taken as *prima facie* evidence of the vendor's understanding and acceptance of the conditions. Failure of the Vendor to be aware of the terms and conditions contained herein will not relieve the awarded vendor of the obligation to perform the agreement according to the terms and conditions thereof; further, any lack of awareness of the terms and conditions will not impose any additional expense to the district.
- 5.2. Vendor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services, and transportation to complete in a professional manner all of the work required in connection with the Project.
- 5.3. Submittal Time for Proposals. The latest date/time for submittal of Proposals responding to this RFP is set forth in Paragraph 4.1. Proposals submitted thereafter will be summarily rejected for non-responsiveness.
- 5.4. Proposal Submittal.
 - 5.4.1. Sealed Envelope. Proposals must be submitted in sealed envelopes with the outer envelope prominently marked with the following:
 - RFP Description
 - RFP Number
 - Proposer Name
 - Proposal due date and time
 - 5.4.2. Proposal Submittal Location. Proposals must be submitted to the District at:
Taft College
Office of Administrative Services
29 Cougar Court
Taft, CA 93268
ATTN: Brock McMurray
 - 5.4.3. Copies of Proposal. Proposers shall submit the following: One (1) complete electronic version on a USB flash drive, one (1) original printed document, and eight (8) hard copy bound copies of the entire RFP Response.
- 5.5. Proposal Contents and Format. Each Proposal shall be submitted with the following contents, in the order and format described below.
 - 5.5.1. Cover Letter. A brief statement of interest in the RFP and providing the scope of services offering.
 - 5.5.2. Table of Contents. A table of contents identifying the various sections of the Proposal.
 - 5.5.3. Tab 1; Proposer Background Information. A completed and executed copy of the Proposer Background Information incorporated into this RFP as Attachment A.
 - 5.5.4. Tab 2; Proposed Consultant Team.
 - 5.5.4.1. Tab 2A; Organizational Structure. Identify the proposed Consultant Team by name, title/position and description of Consultant Services to be completed by each Consultant Team member.

- 5.5.4.2. Tab 2B; Subconsultant Team Resumes. If the Proposer proposes to complete any portion of the Consultant Services with a Subconsultant, provide resumes for all personnel of each Subconsultant employee that will complete any of the Consultant Services. Each resume must include: (i) relevant experience and skills to perform and complete the Consultant Services assigned such employee; (ii) length of employment with the Subconsultant; (iii) relevant licenses or certifications; and (iv) references.
- 5.5.4.3. Tab 2C; Discussion. Describe how the experience, technical and professional skills of the proposed Consultant Team will meet the goals and complete the tasks necessary outlined in the scope of work.
- 5.6. Tab 3; Proposed Work Plan. Provide a work plan which demonstrates the Proposer's: (i) understanding of project's objectives; and (ii) planned activities, activity durations and Consultant Team resources to complete workplan activities. Materials may be in the form of text, graphics or combination thereof. The proposed workplan/schedule must incorporate at least the following milestone events listed in paragraph 3.5 of the RFP.
- 5.7. Tab 4; Certificates of Insurance. Provide copies of Certificates of Insurance evidencing compliance with insurance requirements set forth in Paragraph 4.6 of this RFP.
- 5.8. Tab 5; Fee Proposal. The completed and executed form of Fee Proposal included with this RFP as Attachment B. The District anticipates and expects that the pricing set forth in the Fee Proposal is inclusive of all costs and expenses to perform and complete the Consultant services, including all general administrative overhead costs, labor burdens and benefits and profit. The District further anticipates and expects that the pricing proposed in the Fee Proposal excludes any other compensation to the Proposer for completing the Consultant services. The foregoing notwithstanding, if the pricing proposed by a Proposer in the Fee Proposal is subject to qualifications or conditions, all such qualifications or conditions must be detailed in an attachment to the Fee Proposal.
- 5.9. Tab 6; Consultant Agreement Comments. Included with this RFP as Attachment C is the Consultant Agreement. Proposers must thoroughly review the Consultant Agreement and must Tab 6 identify any term or condition of the Consultant Agreement which the Proposer requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, Tab 6 must set forth the text of the requested amendment or addition. Any Proposer who does not identify modifications to terms or conditions of the Consultant Agreement will be deemed to have agreed to all terms and conditions set forth therein.

6. District Review and Evaluation of Proposals; Award of Consultant Agreement

- 6.1. General. Timely submitted Proposals will be independently reviewed by each member of a Selection Committee. The Process will involve an initial review of proposals together with the interviews scored by the Selection Committee.
- 6.2. District Intent and Policy. It is the District's intent to select a firm best evidencing demonstrated competence and professional qualifications to perform and complete the Consultant services at a fair and reasonable price to the District. The Consultant will be selected on the basis of information provided in response to this RFP, interviews, and the results of the District's independent research and investigation. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District.

6.3. Initial Evaluation Criteria. The following set forth the criteria by which each Proposal will be initially evaluated. The District and the Selection Committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.

General company overview <ul style="list-style-type: none"> • Full capabilities • Competitive advantage(s) over other firms • Talent assigned over full term of District contract 	5 points
Technical expertise	15 points
Strategy to meet needs of all stakeholder groups/audiences	5 points
Acceptance of Consultant Agreement terms and conditions	5 points
Proposal presentation <ul style="list-style-type: none"> • All questions answered • No missing components 	5 points
Project management plan	5 points
Project timeline and “go live” date	5 points
References	5 points
Total cost	50 points
TOTAL POSSIBLE POINTS AWARDED	100 points

6.4. Award of Consultant Agreement. Upon completing evaluation of Proposers by the Selection Committee, the Selection Committee will make recommendations to the District’s Board of Trustees for award of the Consultant Agreement. The District anticipates that recommendation for award of the Consultant Agreement will be to the Proposer submitting the highest scored Proposal determined pursuant to Paragraph 6.3 above. The foregoing notwithstanding, the District may recommend award of the Consultant Agreement, and the District’s Board of Trustees may award the Consultant Agreement, to a Proposer who did not submit the highest scored Proposal so long as such action is supported by a reasonable basis of the exercise of such discretion. Notwithstanding any recommendations of the Selection Committee, action to award of the Consultant Agreement is vested solely in the Board of Trustees.

[END OF SECTION]

CLASSROOM AUDIOVISUAL PROJECT PHASE II

RFP No. 2122-109

Attachment A

Proposer Background Information

1. Contact Information

1.1. Proposer Firm Name. _____

1.2. Proposer's Form of Entity.

- Corporation
- Partnership
- LLC
- LLP
- Sole Proprietorship

1.3. Proposer's Contacts.

1.3.1. Principal Contact. Provide the following for the principal contact person of the Proposer's organization in connection with the RFP.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.3.2. Proposed Consultant Team Principal Contact. If the Proposer's Principal Contact, as identified in Paragraph 1.3.1 above is not a member of the Proposer's proposed Consultant Team as identified in Paragraph 2 below, provide the following for the principal contact person who is a member of the proposed Consultant Team.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.4. Proposer's Federal Employer Identification Number: _____

1.5. For Proposers That Are Corporations. If the Proposer conducts business as a corporation, complete the following:

1.5.1. Date incorporated: _____

1.5.2. State of incorporation: _____

1.5.3. California Corporation No. (if a California Corp): _____

1.5.4. Other State Corporation No. (if not incorporated in California): _____

1.5.5. Type of Corporation (Check One):

- C Corp
- S Corp
- LLC

1.6. For Proposers That Are Partnerships. If the Proposer conducts business as a partnership, complete the following:

1.6.1. Date of formation: _____

1.6.2. Formed under the laws of the State of: _____

1.6.3. Type of Partnership (Check One):

- General Partnership
- Limited Partnership
- LLP

1.7. For Proposers That Are Sole Proprietorships. If the Proposer conducts business as a sole proprietorship, complete the following:

1.7.1. Date of commencement of business: _____

1.7.2. Name(s) of owner(s): _____

2. Proposed Consultant Team.

2.1. Proposer Consultant Team. Subject to acceptance by the District, the Proposer proposes the following employees of the Proposer for the Consultant Team:

Name	Position/Title	Consultant Services Responsibilities	Years Employed by Proposer

2.2. Proposed Sub-Consultants. Subject to acceptance by the District, the Proposer proposes that the following Sub-Consultants to the Proposer complete the portions of the Consultant Services described below:

Sub-Consultant	Consultant Services Responsibilities

6.5. **References.** Provide a minimum of three (3) references for prior engagements of the Proposer within the past five (5) years in successfully completing type of services listed within the RFP for two-year, public higher education institutions (preferably in California).

References			
Reference Name	Contact Name	Contact Telephone No.	Contact Email Address

3. Proposer Capacity.

- 3.1. Proposer Resources. Describe existing “in-house” resources (i.e. technology capabilities, software applications, etc.) of the Proposer and the use or application of such resources for completion of the Consultant Services.
- 3.2. Staff Resources. Describe the extent of the Proposer’s existing “in-house” personnel possessing skills or experience and the ability of the Proposer to draw upon such resources to complete the Consultant Services.
- 3.3. Sub-Consultants. If the Proposer proposes to engage sub-consultants to complete any portion of the Consultant Services, provide a detailed description of all assignments, engagements or contracts where the Proposer and the sub-consultant(s) provided coordinated services to complete the assignment, engagement or contract.
- 3.4. Professional Staff. Describe the number of professionals currently employed by the Proposer to provide services similar to the Consultant Services. If the Proposer conducts business from multiple offices, provide separately the number of professionals employed in the office from which the Consultant Services for the District will be completed and the number of professionals employed by the Proposer on a firm-wide basis.

CLASSROOM AUDIOVISUAL PROJECT PHASE II

RFP No. 2122-109

Attachment B

Fee Proposal

PROPOSER: _____

The Proposer submits this Fee Proposal in connection with the Proposal submitted in response to RFP 2122-109. The Proposer understands and agrees that the Fee Proposal is not binding on the District or enforceable against the District unless the Consultant Agreement is awarded to the Proposer and this Fee Proposal, including modifications hereto mutually accepted by the District and the undersigned Proposer, is incorporated into the Consultant Agreement.

In submitting this Fee Proposal, the undersigned Proposer acknowledges that the proposed fee is inclusive of all costs, expenses, charges and other expenditures incurred or paid by the Proposer to complete the Consultant services. The fee proposal includes without limitation, personnel costs (inclusive of all benefits and labor burdens), all general administrative costs, all incidental costs and profit.

1. Fee Basis.

1.1. Classroom Audio Visual Project Consultant Services Fee. The Proposer proposes to complete the Consultant Services for classroom audiovisual project and related obligations under the Consultant Agreement on the basis of:

- Fixed fee, lump sum
- Time incurred
 - With a not to exceed limit
 - Without limit

1.2. Maintenance/Support. The Proposer proposes to complete maintenance/support services on the basis of:

- Fixed fee, lump sum
- Time incurred
 - With a not to exceed limit
 - Without limit

1.3. Additional Costs and Expenses. The Proposer's fee proposal includes all costs and expenses to complete the Consultant Services, including without limitation, all general administrative costs, insurance costs, personnel costs and personnel labor burdens.

- Yes
- No

If no, describe in detail the costs or expenses excluded from the fee proposal.

2. Fee Proposal.

2.1. Classroom Audio Visual Project (Including Equipment & Installation) Fixed Fee, Lump Sum Proposal. If the Proposer indicated in Paragraph 1.1 that the fee proposal for completing classroom audiovisual project is a lump sum fixed priced, the Proposer proposes _____ (\$ _____) as the lump sum fixed price.

2.2. Classroom Audio Visual Project "Not To Exceed" Limit. If the Proposer indicated in Paragraph 1.1 that the fee proposal to provide Consultant Services for completing classroom audio visual project is based on time incurred subject to a not to exceed limit, the Proposer proposes _____ (\$ _____) as the not to exceed limit.

2.3. Maintenance/Support Fixed Fee, Lump Sum Proposal. If the Proposer indicated in Paragraph 1.2 that the fee proposal for maintenance/support services is a lump sum fixed price, the Proposer proposes _____ (\$ _____) as the lump sum fixed price.

2.4. **Maintenance/Support “Not To Exceed” Limit.** If the Proposer indicated in Paragraph 1.2 that the fee proposal for maintenance/support services is based on time incurred subject to a not to exceed limit, the Proposer proposes _____ (\$ _____) as the not to exceed limit.

3. **Hourly Rates.** The foregoing proposed fees incorporate the following hourly rates for the Proposer’s proposed Consultant Team.

Name/Title/Position	Proposed Hourly Rate	
	Installation Costs:	\$ _____
	Maintenance Support:	\$ _____
	Installation Costs:	\$ _____
	Maintenance Support:	\$ _____
	Installation Costs:	\$ _____
	Maintenance Support:	\$ _____
	Installation Costs:	\$ _____
	Maintenance Support:	\$ _____

(Duplicate as necessary to identify hourly rates for each member of the Proposer’s Consultant Team)

4. **Equipment Rates:** The foregoing proposed fees need to incorporate the Manufacture, Manufacture price, and Vendor price information are required to be included in the proposal.

Classrooms T15, T14, T13, T12, T10, T5; TIL 731, TIL 730, TIL 723; Library 311; S 6, S 7, and ITEC				
Quantity	Base Bid Item	Manufacture	Manufacture Unit Price	Vendor Unit Price
1	TV based on room size			
1	Projector			
1	Mechanical-Assist retractable into ceiling projector screen			
	ceiling mounted speakers			
1	Crestron 7" touch screen and control processor			
1	8x2 Digital matrix switcher for audio and video routing			
	HDBaseT Video Extension for all video running to displays and projector			
	6x4 DSP audio processor with network-based control and configuration			
2	IR wireless microphones, one handheld and one lanyard worn. Must be able to tie into PC/MAC for Zoom.			
1	Camera must work with Video Conferencing software (examples: Zoom, Microsoft Teams, WebEx,...) for hybrid classroom mounted in room. Must be able to connect to PC/MAC.			
1	ALS system for ADA compliance			
1	Document camera			

1	Presentation Device (Barco)			
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Classrooms T9				
Quantity	Base Bid Item	Manufacture	Manufacture Unit Price	Vendor Unit Price
1	TV based on room size			
1	2 Projectors			
1	Mechanical-Assist retractable into ceiling projector screen			
	ceiling mounted speakers			
1	Crestron 7" touch screen and control processor			
1	8x2 Digital matrix switcher for audio and video routing			
	HDBaseT Video Extension for all video running to displays and projector			
	6x4 DSP audio processor with network-based control and configuration			
2	IR wireless microphones, one handheld and one lanyard worn. Must be able to tie into PC/MAC for Zoom.			
1	Camera must work with Video Conferencing software (examples: Zoom, Microsoft Teams, WebEx,...) for hybrid classroom mounted in room. Must be able to connect to PC/MAC.			
1	ALS system for ADA compliance			
1	Document camera			
1	Presentation Device (Barco)			

Classrooms ETE 01, ETE 02				
Quantity	Base Bid Item	Manufacture	Manufacture Unit Price	Vendor Unit Price
1	TV based on room size			
1	Projector			
	ceiling mounted speakers			
1	Crestron 7" touch screen and control processor			
1	8x2 Digital matrix switcher for audio and video routing			
	HDBaseT Video Extension for all video running to displays and projector			
	6x4 DSP audio processor with network-based control and configuration			
2	IR wireless microphones, one handheld and one lanyard worn. Must be able to tie into PC/MAC for Zoom.			

1	Camera must work with Video Conferencing software (examples: Zoom, Microsoft Teams, WebEx,...) for hybrid classroom mounted in room. Must be able to connect to PC/MAC.			
1	ALS system for ADA compliance			
1	Document camera			
1	Presentation Device (Barco)			

Conference Room: S11				
Quantity	Base Bid Item	Manufacture	Manufacture Unit Price	Vendor Unit Price
1	TV based on room size			
1	Projector			
1	Mechanical-Assist retractable into ceiling projector screen			
	ceiling mounted speakers			
1	Crestron 7" touch screen and control processor			
1	8x2 Digital matrix switcher for audio and video routing			
	HDBaseT Video Extension for all video running to displays and projector			
	6x4 DSP audio processor with network-based control and configuration			
1	Camera must work with Video Conferencing software (examples: Zoom, Microsoft Teams, WebEx,...) for hybrid classroom mounted in room. Must be able to connect to PC/MAC.			
1	ALS system for ADA compliance			
1	Presentation Device (Barco)			

Conference Room: HR, CDC, Facility & Maintenance				
Quantity	Base Bid Item	Manufacture	Manufacture Unit Price	Vendor Unit Price
1	TV based on room size			
1	Crestron 7" touch screen and control processor			
1	8x2 Digital matrix switcher for audio and video routing			
	HDBaseT Video Extension for all video running to displays and projector			
	6x4 DSP audio processor with network-based control and configuration			
1	Camera must work with Video Conferencing software (examples: Zoom, Microsoft Teams, WebEx,...) for hybrid classroom mounted in room. Must be able to connect to PC/MAC.			
1	ALS system for ADA compliance			
1	Presentation Device (Barco)			

Alternative Bid #1 Information Needed Below the Manufacture, Manufacture price, and Vendor price information are required to be included in the proposal.

GYM Lab				
Quantity	Base Bid Item	Manufacture	Manufacture Unit Price	Vendor Unit Price
1	TV based on room size			
1	Mechanical-Assist retractable into ceiling projector screen			
1	8x2 Digital matrix switcher for audio and video routing			
	HDBaseT Video Extension for all video running to displays and projector			
	6x4 DSP audio processor with network-based control and configuration			
2	IR wireless microphones, one handheld and one lanyard worn. Must be able to tie into PC/MAC for Zoom.			
1	Camera for Zoom meetings mounted in room. Must be able to connect to PC/MAC			
1	ALS system for ADA compliance			
1	Presentation Device (Barco)			

Alternative Bid #2

DH - Clinic				
Quantity	Base Bid Item	Manufacture	Manufacture Unit Price	Vendor Unit Price
1	TV based on room size			
1	Crestron 7" touch screen and control processso			
1	8x2 Digital matrix switcher for audio and video routing			
	HDBaseT Video Extension for all video running to displays and projector			
	6x4 DSP audio processor with network-based control and configuration			
2	IR wireless microphones, one handheld and one lanyard worn. Must be able to tie into PC/MAC for Zoom.			
1	Camera for Zoom meetings mounted in room. Must be able to connect to PC/MAC			
1	ALS system for ADA compliance			
1	Presentation Device (Barco)			

Alternative Bid #3

Quote for onsite checking all AV equipment installed in all rooms to make sure everything is working properly before each semester

Qualifications or Conditions to Fee Proposal. The foregoing fee proposal is subject to conditions or qualifications.

Yes No

If the fee proposal is subject to conditions or qualifications, all conditions or qualifications must be set forth in an attachment to this Fee Proposal.

5. Addenda. The Proposer acknowledges receipt of Addenda to the RFP issued by the District and incorporation of matters noted in Addenda in the Proposal and this Fee Proposal. The Proposer has received and incorporated the following Addenda into the Proposal and this Fee Proposal:

_____.

6. Authority. The undersigned has reviewed and confirmed the completeness and accuracy of the foregoing. The undersigned is authorized to execute this Fee Proposal on behalf of the Proposer; the undersigned is authorized to bind and commit the Proposer to the foregoing.

Executed this ____ day of _____, 2021 at _____.
(City and state)

(Proposer Firm Name)

(Signature)

(Print Name)

(Title)

AGREEMENT FOR CLASSROOM AUDIOVISUAL PROJECT PHASE II

Field Services Contract Attachment C

This Field Services Contract is made and entered into on _____ by and between **West Kern Community College District** ("District") and _____ ("Contractor"). In consideration of the mutual covenants set forth herein, the District and Contractor agree as follows:

Project Scope of Work. The Project is described as Classroom Audiovisual Project RFP #WKCCD 2122-109. The Contractor shall provide all work, labor, materials, equipment and services necessary to perform and complete its obligations under this Contract, including the scope of Work described in the Contractor's proposal dated _____ responding to RFP #WKCCD 2122-109 ("RFP Response") for the following Classrooms: _____; by this reference, the RFP Response is incorporated herein.

1. **Contract Price.** The Contract Price for completion of the Work and the Contractor obligations under the Contract Documents is the fixed price lump sum of Three Hundred Thousand Thirty-Nine Seven Hundred Ninety-One Dollars and Six Cents (\$_____). The Contract Price is subject to adjustment only in accordance with the Contract Documents.
2. **Contract Time and Liquidated Damages.** Contractor shall commence Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work by _____ ("Contract Time"). Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the per diem rate of Two Hundred Fifty Dollars (\$250) until the Work is completed.
3. **Insurance Minimum Coverage Limits.** Minimum coverage limits for policies of insurance the Contractor and Subcontractors are required to maintain under the Contract Documents are:

Policy of Insurance	Minimum Coverage Limit
Workers' Compensation Insurance	In accordance with Laws
Employer's Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance.	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance	One Million Dollars (\$1,000,000)

4. **District Representative.** The District Representative for the Work is Brock McMurray.
5. **Architect/Design Professional.** The Architect or Design Professional for the Work is N/A.
6. **Contract Documents.** The Contract Documents consists of this Contract, the accompanying Contract Terms and Conditions, and the documents identified below.

Contract Terms and Conditions Subcontractors List Labor and Materials Payment Bond Performance Bond Certificate of Workers Compensation Insurance	Verification of Certified Payroll Records Submittal to Labor Commissioner Contractor Certification of Subcontractor Claim Classroom Audiovisual Project RFP #WKCCD 2122-109 RFP Response
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[CONTINUED NEXT PAGE]

7. **Notices.** Notices of the District and Contractor to the other shall be transmitted *via e-mail and U.S. Mail*, postage pre-paid, as set forth below. The effective date of notices shall be the day after the date of the e-mail transmission. Notices shall be addressed as follows:

<p>If to the District: West Kern Community College District 29 Cougar Court Taft, CA 93268 Attn: Executive Vice President Administrative Services (661) 336-5100 Email: bmc Murray@taftcollege.edu</p>	<p>If to the Contractor:</p>
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8. **Entire Agreement.** The Contract Documents constitute the entire contract and understanding between District and Contractor relating to the subject matter hereof. The Contract Documents shall not be modified except in accordance with the terms of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STARE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.

The Contractor and District have executed this Contract as of the date set forth above.

District
West Kern Community College District

 Debra Daniels, Superintendent/President

Contractor

By _____
 (Signature)

Title _____

Street Address _____

City, State and Zip Code _____

Telephone: _____

Email: _____

Contractors' License	Number

	Classification(s)

	Expiration Date

DIR Contractor Registration	DIR Registration Number

Federal Tax ID	_____

FIELD CONTRACT FOR SERVICES; TERMS AND CONDITIONS

1. CONTRACTOR RESPONSIBILITIES**1.1. LABOR, MATERIALS, EQUIPMENT AND SERVICES.**

The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, services and materials necessary to complete the Work in accordance with the Contract Documents. Except for existing utility services at the Site made available to the Contractor by the District, the Contractor shall furnish all utilities necessary to complete the Project, including temporary utility distributions. The Work shall be completed in a workmanlike manner, in accordance with requirements of the Contract Documents and within the Contract Time. If there are portions of the Contract Documents designate differing Work, the Contractor shall furnish and install the more stringent or higher quality requirements. All Work shall conform to the requirements of applicable laws, ordinances, rules and regulations ("the Laws") and Governmental Authorities with jurisdiction over any portion of the Work.

1.2. CONTRACTOR SUPERVISION.

1.2.1. CONTRACTOR SUPERINTENDENT. The Contractor shall employ a Superintendent fluent in verbal and written English who shall be at the Site at all times during performance of Work at the Site. The Superintendent is the Contractor's Representative for the Project; directions, instructions or other communications to and with the Contractor's Superintendent are directions, instructions or communications to or with the Contractor.

1.2.2. EMPLOYEE COMPETENCY AND DISCIPLINE. The Contractor shall enforce strict discipline and good order among employees of the Contractor and Subcontractors at the Site. Personnel of the Contractor or any Subcontractor are subject to removal from the Site for violations of the Laws or District Policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform assigned tasks. Identification badges are required for Site access. Personnel providing or performing any Work at the Site will be permitted access to the Site only if District-issued identification badges are worn.

1.2.3. DISTRICT POLICIES; NOISE, DRUGS, TOBACCO, AND ALCOHOL. Use, possession, consumption or work under the influence of alcohol or illegal drugs at the Site is prohibited. District Board Policies prohibit the use of any form of tobacco products at the Site. Use of music/audio devices, including radios or wearing any headphone devices for entertainment while performing Work at the Site is prohibited. The Contractor shall implement measures to: (i) notify all personnel at the Site of such prohibitions and (ii) prevent violations of such prohibited conduct. The District expressly reserves the right to remove construction personnel violating the foregoing.

1.3. LABOR CODE REQUIREMENTS.

1.3.1. DIR REGISTRATION. The Contractor and all Subcontractors must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

1.3.2. PREVAILING WAGE RATES; HOURS OF

WORK: The Contractor and all Subcontractors shall: (i) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate requirements or hours of work limits. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

1.3.3. APPRENTICES. Apprentices, if any, engaged in performing the Work shall be in strict conformity with applicable the Laws, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

1.4. SUBCONTRACTORS. The Contractor is responsible for the acts, omissions and other conduct of Subcontractors and their employees, agents and representatives. Subcontracts between the Contractor and Subcontractors shall incorporate the Contract as far as such terms are applicable to the Subcontractor's work, including, without limitation, all indemnification, insurance, and warranty requirements. Subcontracts shall be made available to the District for review upon request of the District. All Subcontractors must comply with Labor Code §§ 1725.5 and 1771.1 and must be currently registered contractors with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project. Any Subcontractor who is not a DIR registered contractor shall be substituted in accordance with Labor Code §1771.1. Contractor shall submit a Subcontractors List for the Project on the form included in the Contract Documents. Subcontractors identified in the Subcontractors List shall not be replaced except in strict conformity with requirements of Public Contract Code §4107. The Contractor is responsible for all fees, costs or expenses (including attorneys' fees) incurred by the District to review, evaluate and respond to the Contractor's request to replace a listed Subcontractor. Subcontractors must be a California licensed contractor in the classification(s) required for the portions of the Project completed by the Subcontractor.

1.5. PROPERTY DAMAGE. The Contractor is responsible for costs to repair, replace or correct damage or destruction to property arising during the Contractor's completion of Project Work, including without limitation, damage/destruction of other facilities/improvements, landscape materials and irrigation systems.

2. PROJECT SITE

2.1. SITE EXAMINATION AND SITE CONDITIONS. The Contractor has examined the Site and accepts conditions at the Site affecting the completion of the Project. By submitting a Proposal for the Project, the Contractor warrants and represents to the District that the Contractor has made all Site examinations that it deems necessary and that the pricing

proposed in the Proposal is not subject to adjustment for conditions at the Site.

2.2. SAFETY AND SECURITY; PROTECTION OF WORK AND PROPERTY. The Contractor is solely responsible for safety at the Site, including compliance with Laws pertaining to safety at the Site. Contractor shall comply with all District rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including all personal property items situated at the Site) to prevent theft, loss or damage. The District and District employees, officers, agents or representatives are not liable for loss, theft, damage or destruction of personal property items. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

2.3. CONTRACTOR ENVIRONMENTAL/ HAZARDOUS MATERIALS RESPONSIBILITIES. The Contractor shall comply with Laws relating to construction waste management, materials re-use and/or recycling and the maintenance of records relating thereto. All activities of the Contractor relating to removal, transportation and/or disposal of any hazardous material shall be in strict compliance with the Laws, including compliance with requirements of manifests for the transportation and disposal of hazardous materials. The Contractor's failure to strictly comply with its obligations hereunder shall be a basis for the District's withholding of Contract Price disbursements until the Contractor has complied and performed its obligations hereunder. Upon completion of the Project, the Contractor shall complete, execute and submit to the District the form of Asbestos and Hazardous Materials Certification included with the Contract Documents.

2.4. CLEAN-UP. The Contractor shall remove and legally dispose of all waste materials and other debris from the Site. The Site shall be in maintained in a neat, orderly and "broom clean" condition. At completion of the Project, the Contractor shall: (i) remove all temporary facilities and installations; and (ii) clean all surfaces, fixtures, equipment at the Site. If the Contractor fails to complete clean up responsibilities, the District may do so, and all costs shall be charged to the Contractor; the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

2.5. OCCUPANCY. The District reserves the right to occupy existing facilities and improvements in, at or about the Site at any time before completion of the Project. The District's occupancy does not constitute acceptance or approval of any part of the Project and will not extend the Contract Time nor relieve the Contractor of any duties or responsibilities under this Contract.

2.6. EMERGENCIES. In an emergency affecting life, life safety, property damage, the Work or adjoining property, Contractor, without special instruction or authorization from District, shall take such actions reasonably necessary to prevent such threatened loss or injury. Contractor shall immediately report in writing to the District Representative if such action is taken.

3. PROJECT REQUIREMENTS

3.1. DISTRICT SITE ACCESS. The District and the District's employees, agents or representatives shall at all times have

access to the Site and the Project. The Contractor shall provide safe and proper facilities for such access.

3.2. CONSTRUCTION SCHEDULE. If the **Contract Time** is more than thirty (30) calendar days, the Contractor shall prepare a Construction Schedule in such form and format required by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of Project progress. The Contractor's Construction Schedule shall be submitted to the District for review and acceptance. The Contractor shall complete Project Work in accordance with the District accepted Construction Schedule.

3.3. SUBSTITUTIONS. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than seven (7) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution is final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the Specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District is deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

3.4. CONTRACTOR WARRANTY. If within one (1) year, or such other period set forth in the Contract Documents, any part of the Project or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall promptly correct, repair or replace such part of the Project or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond is liable to the District for correction, repair or replacement of defective/non-conforming parts of the Project or workmanship if the Contractor fails or refuses to perform in accordance with the preceding.

3.5. MANUFACTURER WARRANTIES. The Contractor shall, prior to the release of retention, provide the District Representative with hard copies of all manufacturer warranties for all equipment and materials furnished, installed and incorporated into the Project.

3.6. CONSTRUCTION MATERIALS TESTS/INSPECTIONS. If required by the Contract Documents, materials incorporated into the Project are subject to tests/inspections for compliance with applicable standards of such tests/inspections. The Contractor shall cooperate with the District and consultants retained by the District for conducting such tests/inspections to

schedule and coordinate such tests/inspections with the progress of Work. The Contractor is responsible for costs and expenses resulting from the Work not being ready for tests/inspections when scheduled. The District is responsible for initial costs of tests/inspections. If the results of the initial test/inspection are not in conformity with applicable standards, all costs, fees and expenses for subsequent test/inspection shall be borne by the Contractor. The District may deduct such costs, fees and expenses from the Contract Price then or thereafter due the Contractor.

4. CONTRACT PRICE.

4.1. CONTRACT TIME LESS THAN SIXTY (60) DAYS. If the Contract Time is sixty (60) days or less, the District will make payment of the Contract Price upon completion of the Project, the Contractor's full performance of all other obligations under the Contract Documents and the Contractor's submission of a properly itemized invoice and duly executed Verification of Certified Payroll Records Submittal to Labor Commissioner. Upon receipt of thereof, the District Representative will promptly verify that the Project has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price.

4.2. CONTRACT TIME MORE THAN SIXTY (60) DAYS. If the Contract Time is sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Project Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to **ninety-five percent (95%)** of the value of the Work performed (as verified by the District and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Within sixty (60) days of completion of all Project Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors.

4.3. CERTIFIED PAYROLL RECORDS. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall maintain Certified Payroll Records for labor employed by them to complete Project Work including: name, address, social security number, wage rates, work classification/trades, straight time and overtime hours worked each day and week, actual per diem wages paid. The Contractor and Subcontractors shall furnish copies of Certified Payroll Records to the District and others in accordance the Laws.

4.4. CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER. Certified Payroll Records of the Contractor and Subcontractors, in the form, format and within the times established by the Labor Commissioner, shall be submitted to the Labor Commissioner as required by the Laws.

The District's disbursement of any portion of the Contract Price is expressly conditioned on the Contractor's completion and execution of the form of Verification of Certified Payroll Records Submittal to Labor Commissioner for the payment requested.

4.5. DISTRICT DEDUCTS AND WITHHOLDS FROM CONTRACT PRICE. The District may deduct from the Contract Price and withhold disbursement of the Contract Price for any of the following: (i) Liquidated Damages; (ii) sums expended by the District to perform the Contractor's obligations under the Contract Documents; (iii) defective or non-conforming Project Work not remedied; (iv) stop payment notice claims; (v) reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price or within the Contract Time; (vi) unsatisfactory prosecution of the Project Work; (vii) unauthorized deviations from requirements of the Contract Documents; (ix) losses, damages or costs arising out of the Contractor's default or breach of obligations; and (x) any other sums which the District is entitled or required to withhold from the Contractor the Contract Documents or the Laws. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. If the deductions from the Contract Price pursuant to the foregoing exceed the then remaining Contract Price, the Surety issuing the Performance Bond shall be jointly and severally liable with the Contractor for payment of such excess to the District.

5. CHANGES

5.1. DISTRICT AUTHORITY. The District may direct Changes within the general scope of Project Work. Changes authorized or directed by the District shall be reduced to a written Change Order in the form and content prepared by or on behalf of the District. Adjustments to the Contract Price for District authorized Changes shall be limited to the actual costs of labor, materials, equipment or services necessary to complete the Change. All other costs associated with a Change, including without limitation profit, overhead/administrative costs and impacts are fully compensated by the mark-up established in the Contract Documents on direct costs of a Change. The Contractor shall provide the District with all information requested to substantiate the cost of a Change. The Contractor shall submit, prior to approval of a Change Order, its request for adjustment of the Contract Time (if any) along with data substantiating the Contractor's right to adjustment of the Contract Time and the extent of such adjustment. If Contractor fails to strictly comply with the preceding the Contractor shall be deemed to have waived any right to adjustment of the Contract Time.

5.2. CONSTRUCTION CHANGE DIRECTIVE ("CCD"). The District may direct a Change prior to and without issuance of a Change Order by a Construction Change Directive ("CCD"). The Contractor shall: (i) promptly commence and complete changes incorporated into a CCD; and (ii) maintain detailed contemporaneous records of labor, materials and equipment incorporated into or consumed in completing a CCD. Adjustment of the Contract Price or Contract Time on account of a CCD shall be determined in accordance with the Contract Documents and incorporated into a Change Order.

5.3. MARK-UPS ON CHANGES. The mark-up on direct costs for a Change directed or authorized by the District for all overhead (including home and field office overhead), general conditions costs, impacts of the Change and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

5.3.1. SUBCONTRACTOR PERFORMED CHANGES. For the portion of a Change performed by Subcontractors, the mark-up on actual direct labor and materials costs incurred the Subcontractors is Ten Percent (10%). In addition, the Contractor may add an amount equal to Five Percent (5%) of the Subcontractors actual direct labor and materials costs; the Contractor's mark-up shall not be applied to the Subcontractors mark-up.

5.3.2. CONTRACTOR PERFORMED CHANGES. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change is Fifteen Percent (15%).

5.3.3. EXCLUSIONS FROM MARK-UP OF ACTUAL COSTS. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

6. INSURANCE AND INDEMNITY

6.1. INDEMNIFICATION. To the furthest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and its governing board, officers, employees, agents, and volunteers ("Indemnified Parties") from and against any and all liabilities, demands, claims, actions, causes of action (including cost of defense, settlement, and reasonable attorneys' fees) (collectively "Claims") which arise out of the negligent, grossly negligent or willful conduct of the Contractor, Subcontractors or the employees, agents or representatives of the Contractor or Subcontractors, including without limitation, Claims for bodily injuries (including death) to any person, damage (including theft or loss of use) to any property, Stop Payment Notice claims and other economic losses, damages or injuries. The Contractor's obligations hereunder shall survive completion of the Work or termination of the Contract until barred by the applicable statute of limitations. The obligations of the Performance Bond Surety include assumption of the Contractor's obligations hereunder if the Contractor fails or refuses to do so.

6.2. INSURANCE. The Contractor and Subcontractors shall maintain in force during performance of the Work the following policies of insurance:

6.2.1. WORKERS COMPENSATION. The Workers Compensation insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work.

6.2.2. EMPLOYERS' LIABILITY. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

6.2.3. COMMERCIAL GENERAL LIABILITY INSURANCE. The General Liability insurance policies shall cover personal injury, bodily injury, death, other injury and property damage losses.

6.2.4. CONTRACTOR'S POLLUTION LIABILITY. The Contractor Pollution Liability policy shall cover losses for

bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor, except for fungus/spore coverage.

6.2.5. AUTOMOBILE LIABILITY. The Automobile Liability insurance shall cover losses for bodily injury, death or property damage arising out of use or operation of owned, non-owned and hired vehicles.

6.2.6. BUILDERS RISK. If required by the Contract Documents, the Builders' Risk insurance shall cover all risks of direct physical loss basis, or an amount equal to the full completed value the Project Work. The Builders Risk policy deductible shall not exceed \$250,000 for each loss.

6.2.7. MINIMUM COVERAGE LIMITS. Each required policy of insurance shall be in at least the minimum coverage limit set forth in the Contract.

6.2.8. CERTIFICATES OF INSURANCE. Before commencing the Work, the Contractor and its Subcontractors shall provide to the District Representative certificate(s) of insurance and endorsements establishing conformity to insurance coverage requirements. No Work is permitted at the Site until the Contractor delivers Certificates of Insurance to the District Representative evidencing insurance policies/coverages required by the Contract. The Contract Time is not subject to extension for the Contractor's delayed delivery of Certificates of Insurance to the District Representative.

6.3. POLICY REQUIREMENTS. The policies of insurance obtained by the Contractor and Subcontractors shall not be amended or modified and the coverage amounts shall not be reduced without at least thirty (30) days advance written notice to the District. Except for workers compensation insurance, the District must be named as an additional insured on all policies. The Contractor's policies are primary; any insurance carried by the District are only secondary and supplemental. All endorsements must waive any right to subrogation against any of the named additional insureds. All policies must be written on an occurrence form.

6.4. PAYMENT BOND AND PERFORMANCE BOND. The Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond issued by a California Admitted Surety Insurer, each in a penal sum equal to the Contract Price. The form and content of Bonds are incorporated into the Contract Documents. The Contract Time is not subject to adjustment for Contractor delay in submitting the Bonds to the District Representative.

7. TERMINATION AND SUSPENSION

7.1. TERMINATION FOR CONTRACTOR DEFAULT. The Contractor's failure to fully and timely perform its obligations under the Contract Documents or to strictly comply with terms and conditions of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. The District may, in the sole discretion of the District, afford the Contractor an opportunity to cure its default. If the District affords the Contractor an opportunity to cure, unless the Contractor commences, and diligently thereafter prosecutes to completion, all required actions to cure such default(s), the Contract is deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice.

If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety are liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Project Work which exceeds the remaining Contract Price at the time of termination.

7.2. DISTRICT TERMINATION FOR CONVENIENCE. The District may terminate the Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Project Work.

7.3. SUSPENSION. The District may by written directive to the Contractor, suspend the Project Work, in whole or in part, for such time as determined by the District. Upon issuance of such directive, the Contractor shall take action as directed to protect work in place, materials/equipment at the Site and other actions relating to Project Work in place, in progress, in storage, in transit or in fabrication ("Contractor Suspension Activities"). The Contractor shall resume Project Work as directed by the District. The District's suspension of Project Work shall not result in adjustment of the Contract Price, except for the direct costs of Contractor Suspension Activities. The Contract Time will be equitably adjusted for District directed suspension of Project Work.

8. MISCELLANEOUS

8.1. CLAIMS RESOLUTION.

8.1.1. CONTRACTOR CONTINUATION OF WORK. Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents or the Project Work, the Contractor shall continue to diligently prosecute and perform the Work, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

8.1.2. PUBLIC CONTRACT CODE §9204 CLAIMS RESOLUTION PROCEDURES. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

8.1.2.1. CONTRACTOR CLAIMS. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

8.1.2.2. SUBCONTRACTOR CLAIMS. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor;

and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

8.1.3. CONTRACTOR COMPLIANCE WITH GOVERNMENT CODE CLAIMS PROCEDURES. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of Section 20104.4 Dispute Resolution Procedures or Small Claims Court proceedings is the Contractor's compliance with the Government Code Claims Process.

8.1.4. DISPUTED CLAIMS. Claims not resolved by the Section 9204 Procedures are subject to Small Claims Court proceedings or binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

8.1.4.1. CLAIMS WITHIN SMALL CLAIMS COURT JURISDICTION. The exclusive tribunal for binding resolution of Disputed Claims valued at or less than the then current jurisdictional limits of the Small Claims Court. Venue for any Small Claims Court proceeding shall be the Small Claims Court designated for the geographic area of the Site.

8.1.4.2. SECTION 20104.4 DISPUTE RESOLUTION PROCEDURES; CLAIMS LESS THAN \$375,000. Disputed Claims of \$375,000 or less and more than the then current Small Claims Court jurisdictional limits shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

8.1.4.3. LIMITATION ON SPECIAL/ CONSEQUENTIAL DAMAGES. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor are limited to general damages directly caused by the breach or default and shall exclude any and all special or consequential damages, if any. The Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

8.1.4.4. ATTORNEYS' FEES: Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder

8.2. AUDIT. The District shall have the right to review, audit, and to copy records and supporting documentation of the Contractor and Subcontractors relating to performance of the Contract. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or required by the Laws. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to

such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any Subcontract.

8.3. GOVERNING LAW; INTERPRETATION; VENUE. This Contract is governed by the laws of the state of California and shall be interpreted as a whole and not in favor of the District or the Contractor. Venue for any legal proceeding shall be the Superior Court for the County in which the Site is situated at the Superior Court branch situated closest to the Site.

8.4. FORCE MAJEURE. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or **facilities** by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

8.5. SUCCESSORS: This Contract shall be binding upon and inure to the **benefit** of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign by this Contract, any right or obligation hereunder or any portion thereof.

8.6. DAYS: Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.

8.7. TIME: Time is of the essence in performance and completion of obligations under the Contract.

8.8. NO ORAL MODIFICATIONS: The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. No term or condition of the Contract shall be modified or amended except by a subsequent writing executed by the District and Contractor and approved or ratified by the District's Board. Verbal or oral modifications to the Contract are not enforceable.

8.9. NO DISTRICT WAIVER. District's waiver or delayed enforcement of any term, condition, covenant or obligation of the Contractor under the Contract Documents shall not: (i) constitute the District's waiver or modification of such term, **condition**, covenant or obligation; or (ii) limit, restrict or impair the District's enforcement of such term, condition, covenant or obligation.

8.10. PROVISIONS REQUIRED BY THE LAWS DEEMED INSERTED. Provisions required by the Laws to be incorporated into the Contract Documents are deemed incorporated herein and the Contract Documents shall be read and enforced as though such provisions are incorporated herein.

8.11. CONFLICTS/INCONSISTENCIES. In the event of conflict or inconsistency between the Contract and these Terms and Conditions ("Contract") and the terms of Contractor's Proposal, the terms of the Contract shall prevail over the Contractors Quote. It is further agreed that District's attachment of the Contractors Quote/Proposal shall not constitute a modification, amendment or limitation of any term

or condition of the Contract unless such term or condition is expressly set forth in writing in this Contract.

8.12. SEVERABILITY. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

8.13. INDEPENDENT CONTRACTOR STATUS. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

8.14. DISABLED ACCESSIBILITY AND ELECTRONIC INFORMATION TECHNOLOGIES. Consultant hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Contract Documents 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. The Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. The Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Contract for Contractor default. The Contractor and Subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

8.15. NON-DISCRIMINATORY EMPLOYMENT PRACTICES. The Contractor and Subcontractors shall comply with District Policies prohibiting discriminatory practices against employees or prospective employees based on race, color, ancestry, national origin, religious creed, sex, age, sexual preference, marital status or other classification protected by the Laws. Contractor agrees to abide by this policy and to comply with Laws prohibiting discriminatory employment practices, including the California Fair Employment Practice Act.

8.16. ENTIRE CONTRACT. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.

[END OF SECTION]

SUBCONTRACTORS LIST

Project: Classroom Audiovisual Project Phase II RFP #WKCCD 2122-109

Contractor: _____

Authorized Signature: _____

If none, check box:

Subcontractor Name	Subcontractor Office, Mill or Shop Address	Subcontractor Trade or Portion of Work	Contractors' License No.	DIR Contractor Registration No.
Jarrett Electric				

Attach additional page(s) as required

VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the _____ for _____ in _____
(Superintendent/Project Manager) (Contractor)

connection with the Classroom Audiovisual Project, RFP #WKCCD 2122-109.

1. This Verification is submitted to West Kern Community College District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application for Progress Payment No. _____ ("the Pay Application") for the Project identified above.
2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work _____ for the Project performed between _____, 20__ and _____, 20__.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _____, 20__ at _____.
(City and State)

By: _____

(Typed or Printed Name)

CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

TO: WEST KERN COMMUNITY COLLEGE DISTRICT

RE: Classroom Audiovisual Project, RFP #WKCCD 2122-109

(Name of Contractor) _____ Claim

(Name of Subcontractor)

This Contractor Certification of Subcontractor Claim is submitted by

(Contractor)
relating to Classroom Audiovisual Project, RFP #WKCCD 2122-109 to the District on behalf of

(Subcontractor)

I am the _____ of the Contractor in connection with the above-described Project.

The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.

1. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
2. The Subcontractor Claim is made by the Subcontractor in good faith.
3. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et. seq.).
5. I am authorized: (i) to execute this Certification on behalf of the Contractor; and (ii) to submit this Certification and the accompanying Subcontractor Claim to the District.
6. I have personal first-hand knowledge of all of the foregoing.

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

Executed at _____, California, on _____, 20__.

(Signature)

(Print Name)

(Title)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and **Serban Sound & Communications**, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **WEST KERN COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum the penal sum of **Three Hundred Thirty-Nine Thousand Seven Hundred Ninety-One Dollars and Six Cents (\$339,791.06)** in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee has awarded to the Principal a Contract for the Work described as **Classroom Audiovisual Project RFP #WKCCD 2122-109**.

WHEREAS, the Principal, has entered into a Contract with the Obligee for performance of the Work; the Contract and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

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

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

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety’s obligations or Obligee’s rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted.

The insolvency of the Principal or the Principal’s denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal’s failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the

Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

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In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

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

(Contractor-Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

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

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

Telephone (_____) _____

Fax (_____) _____

(Email address)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as **Surety and Serban Sound & Communications**, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **WEST KERN COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum the penal sum of **Three Hundred Thirty-Nine Thousand Seven Hundred Ninety-One Dollars and Six Cents (\$339,791.06)** in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee has awarded to the Principal a Contract for the Work described as **Classroom Audiovisual Project RFP #WKCCD 2122-109**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

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

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Unemployment Insurance Code §13020 with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

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IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

 (Contractor-Principal Name)

By: _____
 (Signature)

 (Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

 (Surety Name)

By: _____
 Signature of Attorney-In-Fact for Surety)

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

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

 (Contact Name)

 (Street Address)

 (City, State & Zip Code)

Telephone (_____) _____

Fax (_____) _____

 (Email address)