

BID NO. 23

South Orange County Community College District is inviting vendors to bid on ELECTRICAL EQUIPMENT for Advanced Technology & Education Park (ATEP), for the 2017-2018 fiscal year.

SPECIAL CONDITIONS AND INSTRUCTIONS

1. In the event that the DISTRICT determines that any bid is unintelligible, illegible, or ambiguous, the DISTRICT may reject such bid as being nonresponsive.
2. Sales tax will be added at time of order.
3. Bidder is requested to insert unit price and extend totals in the space provided. Failure to comply may nullify bid.
4. Brand names mentioned are for illustrative or descriptive purposes only. If you propose to furnish another brand equal in quality and purpose, indicate brand and stock number proposed opposite each item. Provide specification comparison demonstrating proposed brand is equal in quality. The specified brands must be furnished unless indicated by bidder with comparison provided. Bids submitted without complete comparison information may be rejected.
5. Award may be made per line item, or any combination thereof, whichever is in the best interest of the District.
6. Purchase orders will be sent to the successful bidders upon reward of the bid. All items shall be delivered FOB destination, at no cost to the DISTRICT.
7. Either party may terminate this agreement with or without cause prior to the expiration date by giving thirty (30) days written notice.
8. **Bids are due by 2:00 PM on Monday, November 13, 2017.** Bids will be opened and publicly read in the Purchasing office located at 28000 Marguerite Parkway, Health Sciences Bldg. 3rd Floor, Mission Viejo, CA 92692 on the date and time specified.
9. Late submittals will be returned to the bidder without evaluation and the bidder will not qualify for consideration. It is the bidder's responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from the carrier's stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

Mail or hand delivery of bid to:

**SOCCCD - Purchasing Department
Health Science Bldg. 3rd Floor
28000 Marguerite Pkwy.
Mission Viejo, CA 92692**

10. An electronic copy of this bid is also required, in addition to the mailed or hand delivered copy. Using Adobe Professional, enter your pricing on the Bid form online. Email your completed form to purchasing-dept@socccd.edu.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT INSTRUCTIONS AND CONDITIONS

1. **BIDS:** All prices and quotations shall be typewritten or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to and shall be initialed in ink by the person signing the bid. Verify your bids before submission as they cannot be withdrawn, corrected, altered or signed after public opening. The Board of Trustees will not be responsible for errors or omissions on the part of the bidders in making up their bids. Bid on each item separately; prices must be stated in units specified hereon. Wherever practicable, prices quoted shall be net including all trade discounts. Both price and extensions must be shown. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct.

Cash discounts of less than 45 days will be considered net. Cash discounts will be computed from the final date of accepted delivery of merchandise or the date of the receipt of invoices, whichever is the later. If test or inspection is necessary, discounts will be figured from date of approved test or inspection report. If corrections or replacements are required, cash discounts will be figured from the date of satisfactory delivery.

The vendor shall be responsible for delivery and shall pay all costs, including drayage, freight and packing, for delivery F.O.B. the District Warehouse. Each item shall be securely packed and clearly marked as to contents. All materials furnished must be assembled and ready for use, unless otherwise specified. All material furnished must be in conformity with specifications and will be subject to inspection and approval after delivery. All shipments shall be accompanied by a packing slip, and the District purchase order number shall appear on all cases and packages. The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment which may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected, all such material will be held for disposition at the expense and risk of the vendor. Deliveries must be made within the time specified.

Bids shall remain open and valid and subject to acceptance any time within 90 days after the bid opening date unless otherwise stipulated. The District may issue a purchase order for an individual item or combination of items, whichever is to the best interest of the District; may reject any or all bids or any part of a bid; or may waive any informality in a bid.
2. **TAXES:** Unless otherwise specified, the prices quoted are **not** to include California State Sales or Use Tax.
3. **BRAND NAMES:** Brands as listed on the bid letter are given for descriptive purposes **ONLY** and are presumed to be followed by the words "OR EQUAL." The manufacturer's name and model number must be with your bid form. If bidding on brands or models other than specified, bidder must state on bid form the brand, number and description, and submit brochures or information complete enough to fully describe the alternate item. Bids submitted without complete descriptive information may be rejected. The District reserves the right to determine the acceptability of alternate items offered.
4. **SAMPLES:** Samples must be submitted upon request whenever bidding on other than item as specified. Samples, when required, must be furnished free of cost to the District, or item involved will be rejected unless otherwise specified in bid letter.

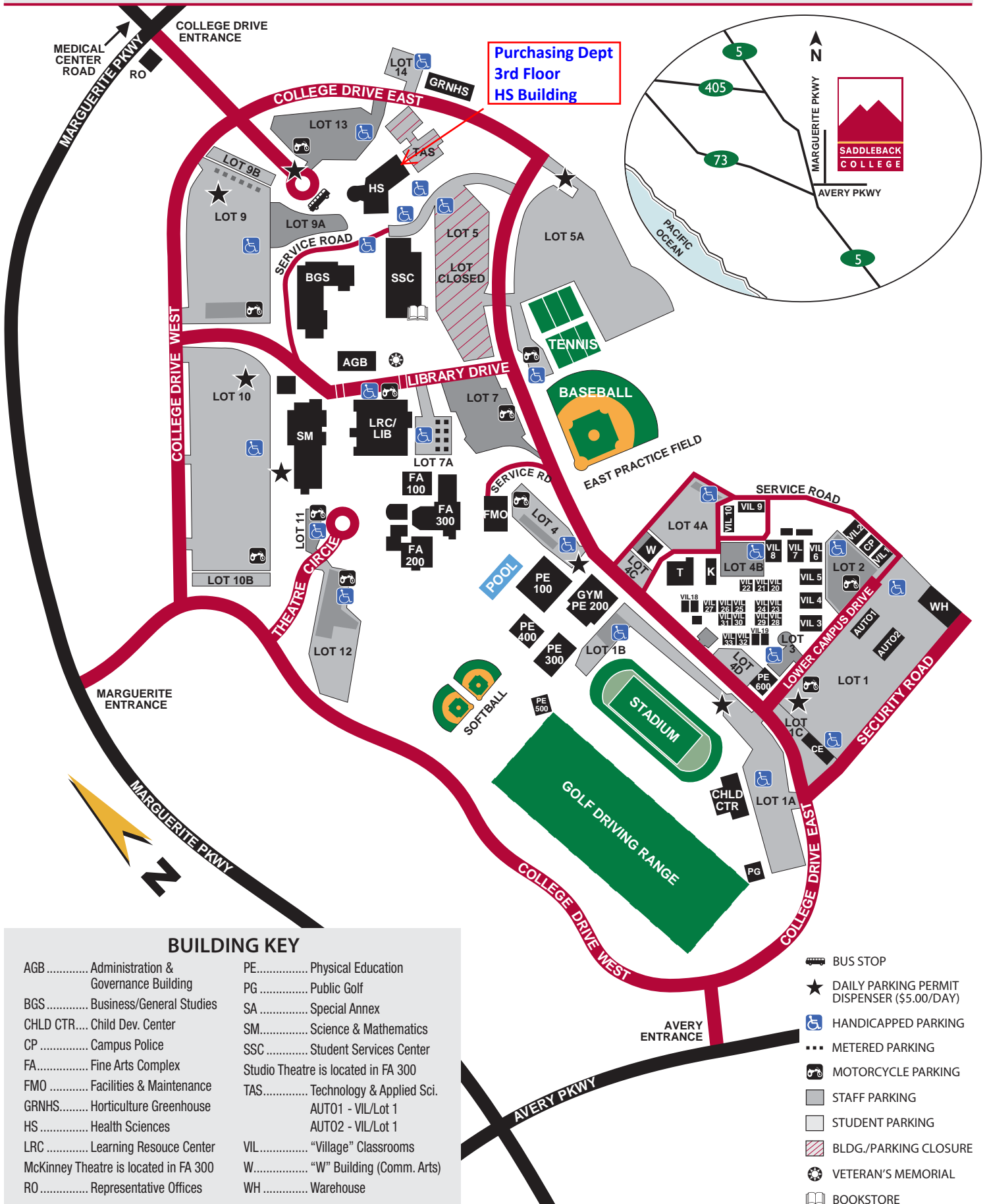
The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples should be clearly marked with name of bidder, bid number, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the bidder, at no cost to the District.

In all cases when a sample is taken from a shipment and sent to a laboratory for test, and the test shows that the sample does not comply with specifications, cost of test will be charged to the vendor.
5. **BID OPENINGS:** Each bid must be in **separate sealed envelope with bid identification on outside**, and must be submitted to the Purchasing Department, unless otherwise directed, of the South Orange County Community College District on the day and hour specified, at which time it will be publicly opened and read. Any bids received after scheduled time of opening will be returned unopened to the bidder.

The right is reserved to reject any or all bids, to accept any one or more items of a bid, to decrease quantities or to delete items entirely, or to award items separately or in any combination; or to waive any irregularities or informalities in the bids or in the bidding, whichever is in the best interests of the District.
6. **WHEN APPLICABLE**, items shall conform to all local, state, and Federal Safety codes, including U.S. Department of Labor, Division of Occupational Safety and Health Administration; California Occupational Safety and Health Administration; Underwriter Laboratories; Good Housekeeping Seal of Approval, etc.
7. **INVOICES AND PAYMENT:** Invoices shall be submitted in duplicate under the same firm name as shown on the purchase order and must be itemized showing quantity, unit price and total for each different type of supplies, material or labor. The District shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative.
8. **HOLD HARMLESS CLAUSE:** The vendor shall hold harmless and indemnify the District and Board of Trustees, its officers, agents, servants and employees from liability which may be made by reason of:
 - a. Any injury to person or property sustained by the vendor or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order, however caused.
 - b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the vendor of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
 - c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the purchase order.
9. **DEFAULT BY VENDOR:** If the vendor fails or neglects to furnish or deliver any of the materials, supplies or services at the prices stated and in accordance with the terms and conditions of the bid and purchase order, the District may cancel the entire purchase order or any items affected by such default, may procure the articles or services from other services at the prevailing market price and may deduct from any unpaid balance due the vendor or collect against his bond or security any and all units quoted including expense incurred in purchasing prices paid by the vendor and/or delivery. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices.
10. **MINIMUM WAGE:** For all public works contracts, Contractor shall comply with the provisions of the Labor Code of the State of California pertaining to labor and the Prevailing Wage Scale. These rates are on file in the Purchasing Office of the District. Copies may be obtained on request.
11. **ANTIDISCRIMINATION:** It is the policy of the South Orange County Community College District Board of Trustees that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, Government Code 12900, et seq. In addition, the vendor agrees to require like compliance by all subcontractors employed on the work by him.
12. **STATE AUDIT:** Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures and/or potential expenditures of State funds aggregating in excess of Ten thousand dollars (\$10,000), the parties agree that all books, records and files shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. This provision shall apply to all grants, assignments, leases and subcontracts, if any, hereunder.
13. **WITHHOLDING OF PAYMENTS:** The District shall permit the substitution of securities for any monies withheld by the District to ensure performance under a contract. All substitutions shall be in accordance with Public Contract Code Section 22300.
14. Awards will be made subject to the approval by the Board of Trustees.

SADDLEBACK COLLEGE CAMPUS MAP

28000 Marguerite Parkway, Mission Viejo, CA 92692 • 949.582.4500



BUILDING KEY

| | |
|---|-------------------------------------|
| AGB..... Administration & Governance Building | PE..... Physical Education |
| BGS..... Business/General Studies | PG..... Public Golf |
| CHLD CTR.... Child Dev. Center | SA..... Special Annex |
| CP..... Campus Police | SM..... Science & Mathematics |
| FA..... Fine Arts Complex | SSC..... Student Services Center |
| FMO..... Facilities & Maintenance | Studio Theatre is located in FA 300 |
| GRNHS..... Horticulture Greenhouse | TAS..... Technology & Applied Sci. |
| HS..... Health Sciences | AUTO1 - VIL/Lot 1 |
| LRC..... Learning Resource Center | AUTO2 - VIL/Lot 1 |
| McKinney Theatre is located in FA 300 | VIL..... "Village" Classrooms |
| RO..... Representative Offices | W..... "W" Building (Comm. Arts) |
| | WH..... Warehouse |

- BUS STOP
- DAILY PARKING PERMIT DISPENSER (\$5.00/DAY)
- HANDICAPPED PARKING
- METERED PARKING
- MOTORCYCLE PARKING
- STAFF PARKING
- STUDENT PARKING
- BLDG./PARKING CLOSURE
- VETERAN'S MEMORIAL
- BOOKSTORE

South Orange County Community College District

Purchasing Department
 Attn: Barbara Bangs
 28000 Marguerite Parkway
 Mission Viejo, CA 92692

Tel: (949) 582-4377 Email: Bbangs@socccd.edu

Due Date: November 13, 2017

| Item | Qty | Unit | Item | Brand | Unit Cost | Extension |
|------|-----|------|-------------------------------------|-------|-------------------|-----------|
| 1 | 54 | Each | Fluke 87-5; digital multimeter | | | |
| 2 | 18 | Each | Rigol DS4024; oscilloscope | | | |
| 3 | 18 | Each | Rigol DP832; power supply | | | |
| 4 | 18 | Each | Rigol DG1032Z; function generator | | | |
| 5 | 18 | Each | B&K Precision 879B; LCR meter | | | |
| 6 | 18 | Each | Uniteq FC-8300; frequency counter | | | |
| 7 | 18 | Each | Rigol DSA832E-TG; spectrum analyzer | | | |
| | | | | | Sub-Total | |
| | | | | | Sales Tax | |
| | | | | | Shipping | |
| | | | | | Terms | |
| | | | | | Total Cost | |

Vendor agrees to ship _____ calendar days from receipt of order

Contact phone number _____

Contact email address _____

Contact name _____

Signature _____ Date _____

Company Address _____

BID NO.: _____

Due Date: _____

Due Time: _____

Company Name _____

Fax No. _____