



BID # 1718-25
Theater Lighting Equipment

REQUEST FOR INFORMATION DUE DATE:

April 19, 2018 @ 5:00 P.M.

BID DUE DATE:

April 26, 2018 @ 2:00 P.M.



NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

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NOTICE OF BID

The North Orange County Community College District will receive sealed bids for the following:

Bid #1718-25, Theater Lighting Equipment

Each bid shall be submitted on a form obtained in the Purchasing Department, 1830 W. Romneya Drive, 8th Floor, Anaheim, CA 92801.

Bid specifications and bid document information will be posted at <http://www.nocccd.edu/vendors-and-contractors-289/2422/bid-and-proposal-opportunities>

Bids Due/Opening/Location to Receive Bids: April 26, 2018 at or before 2:00 p.m. at North Orange County Community College District, Purchasing Department, 1830 W. Romneya Dr., 8th Floor, Anaheim, CA 92801.

The Board of Trustees reserves the right to reject any or all bids or parts of any bid and to waive any irregularities or informalities in any bid.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: Jenney Ho
Director of Purchasing

Publication Dates: 4/9 & 4/16/2018

INSTRUCTIONS FOR BIDDERS

1. **Preparation and Submittal of Bid Proposal.**
 - 1.1 **Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided.
 - 1.2 **Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Notice of Bid in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Bid Package number and description of the Bid for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Notice of Bid.
 - 1.3 **Date and Time of Bid Proposal Submittal.** The District will place a clock (“the District Clock”) in a conspicuous location at the place designated for submittal of Bid Proposals. For purposes of determining the time that a Bid Proposal is submitted, the District Clock shall be controlling. No Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
2. **Modifications.** Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District fourteen (14) days prior to the scheduled closing time for receipt of Bid Proposals and the public opening thereof.
3. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
4. **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals shall not be considered by the District.
5. **District's Right to Modify Quantity.** District reserves the right to increase or decrease quantities.
6. **Award of Contract.**
 - 6.1 **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

- 6.2 Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Bid Proposal selected in accordance with these Instructions for Bidders.
- 7. Pricing.** Quoted prices must stay in effect for one (1) year after award of bid.
- 8. Warranty/Quality.** The supplier, manufacturer, or assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standard.
- 9. No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders.** The District anticipates requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders shall be allowed to the awarding District at prices quoted.
- 10. Preferential Pricing.** The District shall be given the benefit of any lower prices which may for comparable quantity and delivery by given by the Bidder to any other school District, State, County, Municipal or local governmental agency for the products listed herein.
- 11. Non-Collusion Declaration.** In accordance with the provisions of section 7106 of the California Public Contract Code, Bidder shall fill out and turn in Non-Collusion Declaration with the required bid documents.
- 12.** This is one (1) year bid. Pricing must be guaranteed for one (1) year from date of award. Award will be based on price, discounts/ incentives for early payments. Delivery for all equipment is FOB. The quantities listed are estimates, the District may purchase more or less as determined by department needs.
- 13. Exceptions or Deviations –** Bidders shall bid to the District’s specifications. No exceptions to or deviations from these specifications will be considered unless such exceptions or listed on the Bid Form marked “EXCEPTIONS TO SPECIFICATIONS”. Any exception shall be clearly documented and explained. Bidder may be required to demonstrate that the exception complies with the intent of the specifications. The awarded vender shall be required to deliver as per the specifications, subject only to those exceptions which the Districts accepts as alternates to the specified items.
- 14. Warranty/Service –** Warranty and after sale services shall be provided by the vendor or by a factory authorized services center. Said vendor or service shall be responsible for all equipment and system furnished as part of the vehicle obtained under this bid, regardless of origin.
- 15. Signature.** Any signature required on bid documents must be signed in the name of the bidders and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidders is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among secretary, chief financial offer, or treasurer. Alternatively, the signature of the authorized officers or agents may be affixed, if duly authorized by the

corporations. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by the authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual his/her signature shall be placed on such documents.

- 16. Erasures, Inconsistent or illegible bids.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and number in the bid, words shall control numbers. In the event that district determines any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.
- 17. Bid opening reading.** All bid shall be publicly open and read aloud at the scheduled time and place.
- 18. Price.** Price must be stated in the units as specified. Bidders must bid showing unit price and extension. In the case of a discrepancy between the unit price and extended price, the unit price will prevail. Cash discounts, when included shall be considered pursuant to the DISCOUNTS provision of the bid. Sales tax shall be listed separately and will be paid by the District.
- 19. Delivery Schedule.** Bidder shall be required to commence delivery of all items on which bids are accepted immediately after receipt of a District purchase order and in first class condition. Failure to complete all deliveries within thirty (30) days after the receipt of a District purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
- 20. Brand.** Brand names and/or specifications are given for descriptive purposes, to indicate the quality, utility and capabilities desired by the district; the specifications are not intended to restrict competition. It shall be understood that bidder is bidding on the items specified unless bidder states specifically in the bid that the brand, make or item proposed is not requested. Alternate brands, which are different from those specified, shall be considered for award provided that the same quality, utility and capabilities as those specified are available as determined solely by the Purchasing Department. **Complete Descriptive cuts, technical data, and information describing any alternate brands offered must be submitted with bid.** District reserves the right to evaluate by demonstrations, any alternate offer, to determine if alternate offer meets specification. Each bidder shall indicate, in the space provided on the Bid Form, the brand/manufacturer's name and model/catalog number for each item listed. **Failure to comply with the requirements of this paragraph shall cause the bid to be considered non-responsive.**
- 21. Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the contract, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

BID FORM

TO: **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("the District")

FROM: _____

Company

Address

Telephone

Email Address of Bidder's Representative

Name of Bidder's Authorized Representative

Signature

Bid # 1718-25, Theater Lighting Equipment

Quantity	Item Number	Description	Unit Price	Extended Price
58	ETC CSPAR	ETC ColorSource PAR (Ships with Powercon input cable with connector of choice)		
40	ETC SELD40VI	ETC D40 Vivid		
94	ETC SELRM-7.5	ETC D40/CSPAR Medium Round Diffuser		
94	ETC SELRW-7.5	D40 Wide Round Diffuser		
46	ETC S4LEDS2LS-0	ETC Source4 LED Series 2 Lustr Light Engine body and Shutter Barrel		
60	ETC 400HH	Half Hat, Black		
22	ETC 450LT	ETC 50 Degree Lens tube with Lens installed		
12	ETC 436LT	ETC 36 Degree Lens tube with Lens installed		
12	ETC 426LT	ETC 26 Degree Lens tube with Lens installed		

6	Fleenor 124-5	Fleenor 4 output DMX splitter with RDM support		
10	JC CD80PMAE	Johnson Controls CD80 Dual 20A Non-Dim		
75	Blizzard DMX5P	Powercon/DMX5 combo cable - 10'		
100	Blizzard DMX5P	Powercon/DMX5 combo cable - 6'		
20	Lex DMX-5P-50	Lex 5 pin DMX Extension - 50'		
20	Lex DMX-5P-25	Lex 5 pin DMX Extension - 25'		
40	Lex DMX-5P-10	Lex 5 pin DMX Extension - 10'		
		Shipping		
		Tax		
			Total	

WARRANTIES (please provide warranty information; attach separate pages(s) as needed)

Delivery is to be made within _____ days from receipt of order.

Cash Discount of _____% _____ Days

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Form.

EXCEPTIONS TO SPECIFICATIONS

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR SUPPLIES, EQUIPMENT, MATERIALS, AND/OR WORK TO BE
PERFORMED**

THIS AGREEMENT is made the _____ day of the month _____ of the year **2018**.

BY AND BETWEEN: _____ hereafter called "Vendor", and **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public entity, organized and existing under the laws of the State of California, with its principal place of business at 1830 West Romney Drive, Anaheim CA 92801, hereafter call "District"

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, Vendor and District hereby covenant, promise, and agree as follows:

The bid prices must stay in effect for one (1) year after award of bid.

Contractor shall furnish and deliver all the equipment and parts of the kinds, quantities, and qualities herein described to the District at the prices hereinafter set forth. Contractor shall furnish and deliver all equipment supplies and parts under this Agreement in accordance with the specifications for the same as set forth in District's Bid Form associated with this Agreement and now on file in the office of the District Director of Purchasing, which specifications and proposal are attached hereto and made a part of this Agreement as though fully set forth at this point.

District shall pay for the said equipment, supplies and parts hereinafter enumerated when the same have been delivered, approved, and accepted, as herein provided, and shall pay for said work to be performed when said work has been performed in the best workmanlike manner and approved and accepted as herein provided, in the same manner that claims of a like character are paid by District, at the price hereinafter set forth. The equipment, supplies and parts to be furnished and delivered under this Agreement and the prices to be paid for the same are as follows:

IN WITNESS WHEREOF, Contractor has executed this Agreement, and District has hereunto caused it to be signed by the District Director of Purchasing of the North Orange County Community College District, who are thereunto duly authorized, the day and the year first written above.

DISTRICT:

CONTRACTOR:

**NORTH ORANGE COUNTY
COMMUNITY
COLLEGE DISTRICT**

JENNEY HO
District Director, Purchasing

B/A:

Signature: _____

Name: _____
(Type)

Title: _____