



REQUEST FOR PROPOSAL

VISUAL SYSTEM EQUIPMENT AND INSTALLATION

PROPOSALS DUE:

Wednesday, May 08, 2024 at 4:00 p.m.

Request for Proposal

Vista Irrigation District (District) is seeking Requests for Proposals (RFP) for qualified firms to submit proposals to provide:

Visual System Equipment and Installation for the District Board Room

The RFP sets forth relevant information regarding the detailed and specific information about the scope of services, submission requirements and selection process. The RFP is available on www.publicpurchase.com and may be downloaded from the District's website at www.vidwater.org/request-for-proposals-bids.

BACKGROUND:

The District was organized in September 1923. Its mission is to provide a safe and reliable supply of water to its customers. The District currently serves 29,000 accounts with a population of nearly 133,000 people.

A five-member Board of Directors (Board) governs the District. The General Manager and administrative staff implement the policies approved by the Board and handle the District's day-to-day operations.

The service area lies within the northwestern quadrant of San Diego County, encompassing approximately 21,200 acres in its service area. Historically, the District has received 30% of its water supply from Lake Henshaw, which along with the surrounding 43,000-acre Warner Ranch is owned and operated by the District. The remaining 70% of the District's water supply comes from the Colorado River, desalinated seawater and the Sacramento River/San Joaquin River Delta in Northern California. These sources are conveyed to the District via aqueducts owned and operated by water wholesalers, the Metropolitan Water District of Southern California and the San Diego County Water Authority.

OBJECTIVES:

The District is seeking a well-qualified company to design, procure and install a comprehensive visual equipment system. The scope of the project is to upgrade the District's visual equipment that is used to facilitate public meetings. The District's objective is to receive design plans and identify visual system components for the purchase and installation.

The District is seeking to improve and upgrade visual components used in the District Board Room. Much of the projection equipment used in the Board Room is aging and in need of replacement. The District is also seeking to improve functional control of the AV system.

Requesting a site visit. There will be a site visit conducted for this requirement. Although the site visit is not mandatory, it is highly recommended that interested vendors attend a site visit, so as to provide an accurate quote.

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To arrange a site visit, please contact the District Representative, Rick Pooley, Information Technology Supervisor, at 760-597-3197 or via email at: rpooley@vidwater.org. Please provide the name of the person(s) attending, the contractor company they will be representing, and a phone number (cell preferred).

SCOPE OF WORK:

Statement of Work (SOW) for Board Room Visual System Equipment Installation Project 2024.

The District plans to improve and upgrade the existing visual system in the Board Room, which is used for public meetings. The system should allow:

1. State-of-the-art equipment to allow for a mix of wireless and wired capabilities. Modern meeting and collaboration application services will be fully integrated into the solution (e.g. Zoom, Teams, etc.). System should also integrate with audio recording software (e.g. JCG Technologies, etc.) used for the preparation of meeting minutes development. Dual recording capabilities if possible, also through meeting software (e.g. Zoom, Teams, etc.) would be desirable, as backup in case one method fails.
2. Video equipment requirements:
 - a. Replacing existing wall-mounted projector screen with large screen TV 98”+.b.
 - b. Replacing monitors all dais seats (10 total); monitors should be able to be moved out of the seated Director’s line of sight when not in use.
 - c. Provide the option for camera(s) to conduct meetings with Zoom, Teams, etc. This item should be broken out so the District can either proceed or easily remove with this option.
3. Control System – wireless touchscreen controller with the ability to mute specific zones and adjust both mic and speaker volumes. Ability to control video feed source and integrate with collaboration software (e.g. Zoom, Teams, etc.).
4. All power and data cabling required to operate the system.
5. Removal of existing equipment, cables, and screens (for those components that are being replaced or no longer needed).
6. Provide training for District staff.
7. Post-installation support.
8. Warranty information.
9. Project management.

Additional requirements and considerations

1. Proposals shall include detailed specifications for all equipment being supplied.
2. Proposal shall include a timeline outlining installation details and staff training.
3. Examples of input/output display requirements and AV sources for presentations include:
 - a. Document presentation. During District Board meetings, Board members and staff are presented with documents from varying sources, which must be viewable by all meeting participants, including attendees and Board members and staff at the dais).

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Typical types of documents include memorandums, architectural plans, PowerPoint presentations and high quality maps.

- b. Computer/laptop presentations. Contractors and/or members of the public may present information to the Board. Some presenters bring in their own mobile device, such as a laptop; the new system must easily accommodate the use of this type of device.
- c. Individuals are able to participate in Board meetings via teleconference line; the new system must easily accommodate teleconference participation.

PROJECT REQUIREMENTS:

- 1. All work shall be accomplished in accordance with all applicable Federal, State and local codes.
- 2. The Contractor shall be responsible to acquire all permits required for the project.
- 3. Workmanship and materials to be warranted for a period of one year from project completion.
- 4. The Contractor shall enter into the District’s Agreement for Services (Agreement), **sample attached**. Upon award of the project, the District shall forward an Agreement to the Contractor for signature.

The District will pay only for those items listed on the Fee Response Sheet. Respondents should include all mobilization, labor, equipment, materials, testing, monitoring, shipping, reporting, travel and expenses necessary to complete the project to the final overall cost.

EVALUATION CRITERIA AND RESPONSE REQUESTED:

Evaluation Criteria. If an award is made, it is expected that the District’s award will be to the candidate that agrees to meet the needs of the District. Proposals will be reviewed and evaluated on a 100 point basis as outlined below. After evaluating all submissions, the District may ask some or all of the firms that submitted a response to participate in interviews and solution demonstrations.

Criteria Points

Experience and Qualifications	25
References	15
Capacity to meet the RFP requirements	35
Pricing/Pricing Structure	25

The above-stated Evaluation Criteria are intended to be used to make a recommendation to the entity or person (the District Director or the District Board) who will award the contract, but who is not bound to use these criteria or to award on the basis of the recommendation. The District reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the District’s interest.

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Proposals will be reviewed and evaluated based on a company's overall qualifications and criteria points. Proposals should be concise and to the point to facilitate ease of evaluation. Proposers will be judged on the criteria above and not solely on the lowest fee. At a minimum, the proposal must include:

- a) References are **required** if your company has not previously contracted with the District in the past two years. At least three references (names and current phone numbers) from recent work (within the last three years) similar to this project's size and scope.
- b) Minimum of 10 years of experience in the visual installation business.
- c) A demonstrated history of similar services as requested herein.
- d) Scope of Work: The Proposer shall include in its proposal a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards and requirements. The Proposer shall also include a proposal for improving and upgrading the overall visual components in the District's Board Room as described in this RFP.
- e) Professional Licensing: The professional services provider, and any sub-consultant(s), shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the District with their proposal or prior to commencement of the work in such a form as the District shall require.
- f) Insurance coverage as described in Attachment 2 is mandatory. In particular, the endorsement referred to below must be produced before work can start:

The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

- g) Ability to comply with prevailing wage requirements and state law mandated contract provisions as described in Attachments 3 and 4 respectively.

CONTRACTOR'S REGISTRATION: In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal, or (b) engage in the performance of this work, unless currently registered and qualified to perform the work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the work described in the Request for Proposal is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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SMALL PROJECT EXEMPTION: The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

Additional information regarding this exemption can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html>

- h) Any CONTRACTOR awarded a contract by the District in excess of \$25,000 must file a payment bond with the District. Any CONTRACTOR or CONSULTANT awarded a contract by the District in excess of \$60,000 must file a performance bond with the District.
- i) Total overall costs: Fee Response Sheet (Attachment 1) with lump sum not-to-exceed price for providing the labor and materials described in this RFP. This fee must include any and all fees that will be required in connection with the outline scope of services. The response should specify the basis upon which your fees will be calculated, expenses for which you would expect reimbursement, whether you would charge for travel time, and the scope of services to be provided for your quoted fees. Price must be firm for 90 days

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SCHEDULE (tentative)

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	April 21, 2024 and April 28, 2024
Deadline for Questions	May 06, 2024
Deadline for Receipt of Proposals	May 08, 2024
Estimated Notification of Award	June 05, 2024

This schedule is the District’s best estimate of the schedule that will be followed.

SELECTION PROCESS:

The District will award the work to the Contractor having the combination of price, qualifications, experience, and scheduling most advantageous to the District. The District reserves the right to reject any or all proposals and to waive irregularities in the proposals.

Submit your **sealed** written proposal **no later than 4:00 pm on Wednesday, May 08, 2024**, to Vista Irrigation District, 1391 Engineer Street, Vista, California 92081. At said time and place, the bids will be publicly opened and read-aloud.

Mailed bids should be addressed as follows:

Christina Moyer, Purchasing Agent
Ref: **Bid for Visual Equipment Board Room, due May 08, 2024**
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081-8840

If bids are mailed without indicating on the outside envelope that the contents of the envelope contain a bid related to said project, including the date of the bid opening, that bid will not be considered when bids are opened.

It is the Contractor’s responsibility to confirm that the District is in receipt of proposal. Late proposals will not be accepted. Emailed or faxed proposals will not be accepted.

Questions:

If you have any questions regarding the specifications and/or proposal submittal, please submit questions in writing to VIDPurchasing@vidwater.org OR on Public Purchase. Your cooperation is greatly appreciated.

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Attachments:

Number	Description
1.	Fee Response Sheet
2.	Vista Irrigation District Insurance Requirements
3.	Prevailing Wage Requirements
4.	State Law Mandated Contract Provisions
5.	Performance Bond
6.	Bid Protest

ATTACHMENT 1 <u>FEE RESPONSE SHEET</u>

Job Name: DISTRICT BOARD ROOM VISUAL SYSTEM

Company Name: _____

Address: _____

Date: _____

Representative Name: _____

E-mail address: _____

DIR Number: _____

Total Costs:

****including tax and labor**** _____

If additional rates apply, please include on additional sheet.

Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the District in the form set forth in the contract documents and will accept in full payment thereof the following prices, given above.

Signature

Date

Please attach all supplemental documents to the Fee Response Sheet

ATTACHMENT 2
Vista Irrigation District Insurance Requirements

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.
4. Professional Errors and Omissions Insurance \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR

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including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance, using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute within.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The CONTRACTOR shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A" or better and a financial rating of VII or better.

Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ATTACHMENT 3
PREVAILING WAGE REQUIREMENTS

- A. CONTRACTOR hereby expressly acknowledges and agrees that the DISTRICT has never previously affirmatively represented to CONTRACTOR, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in Section 1720 of the California Labor Code. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, CONTRACTOR shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the DISTRICT will enforce all penalties required by law for CONTRACTOR’s failure to pay prevailing wages.
- B. Labor Code of California. The CONTRACTOR's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.
1. In accordance with Section 1773 of the Labor Code, the Board of Directors of the DISTRICT has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies are on the DIR website, . CONTRACTOR shall post a copy of said document at each job site.
 2. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. In accordance with Labor Code Section 1771.4, the CONTRACTOR shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly in a format prescribed by the Labor Commissioner.
 3. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
 4. Pursuant to Labor Code Section 1813, it is stipulated hereby that the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit \$25 for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
 5. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.

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Pursuant to Section 1777.5 it is hereby stipulated that the CONTRACTOR will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by CONTRACTOR in connection with this Contract.

6. Pursuant to Labor Code Section 1775, it is hereby stipulated that the CONTRACTOR shall, as a penalty to DISTRICT, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the work under the Contract by CONTRACTOR or by any subcontractor under the CONTRACTOR.
7. Pursuant to Labor Code Section 1771.4, the performance of the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, and the CONTRACTOR shall post job site notices as prescribed by regulation.

ATTACHMENT 4
STATE LAW MANDATED CONTRACT PROVISIONS

- A. Licenses. The CONTRACTOR shall be properly licensed and shall not employ a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 and 1777.7.
- B. Assignment of Rights. By entering into this Agreement, the CONTRACTOR offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
1. The DISTRICT shall promptly investigate any aforementioned reported conditions and, if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, then the DISTRICT shall issue a change order under the procedures described in the Contract Documents to reflect the increase or decrease in cost.
2. In the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided in the Contract Documents, but shall proceed with all work to be performed. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. Third Party Claims. Both the DISTRICT and CONTRACTOR shall timely notify the other party upon receipt of any third-party claim relating to the project.
- E. Retention of Securities. The CONTRACTOR may substitute securities for any monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR.

Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the

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escrow agent from the DISTRICT, pursuant to the terms of Section 22300 of the California Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the DISTRICT. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

- F. Enforcement of Wage Laws. The statutory provisions for penalties for failure to pay prevailing wages, if applicable, and for failure to comply with all applicable wage and hour laws will be enforced by the DISTRICT.
- G. Relocation of Utilities. CONTRACTOR shall be compensated on the same basis and as it is being paid under this Agreement for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility.

If the CONTRACTOR while performing the Contract discovers utility facilities not identified by THE DISTRICT in the Contract plans or specifications, it shall immediately notify THE DISTRICT and the owner of the utility in writing.

- H. Resolution of Payment Disputes. The DISTRICT's payment of any undisputed Contract amount to CONTRACTOR is contingent upon CONTRACTOR furnishing the DISTRICT with a release of all claims against the DISTRICT arising by virtue of this Contract related to those amounts.
- I. Child and Family Support. CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, CONTRACTOR has fully complied with the earnings assignment order of all employees and has provided the names of all new employees to the New Hire Registry maintained by the Employment Development Department, regardless of what agency grants the funds.
- J. Interest on Progress Payment Requests. Pursuant to California Public Contract Code Section 20104.50, whenever the CONTRACTOR properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the DISTRICT shall include interest at the legal rate set forth pursuant to Section 685.010 of the California Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim. If a request for payment has

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not been properly filed at an earlier date, then the request shall be deemed to be properly filed on the next business day after the CONTRACTOR provides written notification to the DISTRICT or Engineer that the CONTRACTOR accepts the final estimate as prepared by the DISTRICT.

- K. Workers' Compensation. CONTRACTOR acknowledges that in accordance with the provisions of Section 3700 of the Labor Code, it will secure the payment of compensation to its employees, and by executing the Contract CONTRACTOR certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

ATTACHMENT 5
FAITHFUL PERFORMANC BOND

WHEREAS, on [insert date] VISTA IRRIGATION DISTRICT awarded _____, (hereinafter designated as the "Principal"), a Contract for _____; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound unto VISTA IRRIGATION DISTRICT (hereinafter called the "District"), in the sum of _____ Dollars (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by the District to the Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding Contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligations in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the District to be, in default under the Contract, the District having performed the District's obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the District, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the Contract price" as used in this Paragraph shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount properly paid by the District to the Principal.

Surety expressly agrees that the District may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District.

Surety and Contractor shall provide District notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the Work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents or of Work to be performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named therein, on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Surety (Seal)

Principal (Seal)

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing Address of Surety)

(Mailing Address of Principal)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF PRINCIPAL)

MUST BE NOTARIZED

Any claims under this bond may be addressed to: (Check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

(1) Street Number

City, State and Zip

City, State and Zip

Telephone Number

(2) Telephone Number

By _____
(Attorney in Fact or other
Representative)

(Attach Acknowledgment)

() _____
Company

Street Number

City, State and Zip

Telephone Number

To be approved by DISTRICT, sureties must be licensed to do business in and have an agent for service of process in California and (a) be on the accredited list of the United States Treasury Department, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department, or (b) satisfy the requirements of California Code of Civil Procedure Section 995.660.

(Notice: No substitution or revision to this bond form will be accepted.)

**ATTACHMENT 6
BID PROTEST**

Any bid protest must be in writing and received by the Board Secretary at 1391 Engineer Street, Vista, CA 92081 before 5:00 p.m. no later than three (3) working days following bid opening (the “Bid Protest Deadline”) and must comply with the following requirements:

- a. **General.** Only a bidder who has actually submitted a bid is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- b. **Protest Fee.** Based upon the District’s reasonable cost to administer the bid protest, the protesting bidder must submit a non-refundable fee in the amount of \$603.00 no later than the Bid Protest Deadline.
- c. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the bid documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- d. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by the Board Secretary at 1391 Engineer Street, Vista, CA 92081 before 5:00 p.m., within three (3) working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.