REQUEST FOR BID (RFB) #13-14SN
HEAVY DUTY TRUCK ALIGNMENT SYSTEM FOR
THE ADVANCED TRANSPORTATION TECH CENTER
DIESEL TECHNOLOGY PROGRAM
AT SAN DIEGO MIRAMAR COLLEGE

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

VANESSA WHITE, C.P.M., A.P.P., BUYER
PURCHASING AND CONTRACT SERVICES
VWHITE@SDCCD.EDU
(619) 388-6562
(619) 388-6893 (FAX)
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SECTION A – INVITATION TO BID

A contract(s) will be awarded in accordance with the Request for Bid terms, conditions, and specifications for the material and/or services specified herein.

Interested firms must return sealed bids on this form, along with all attachments, to Purchasing and Contract Services, San Diego Community College District, 3375 Camino del Rio South, Suite 270, San Diego, California 92108, before 2:00 p.m. on Thursday, January 24, 2013. Bids will be publicly opened and read aloud at that time and place.

SECTION B – BID

This section must be completed by the bidder. The undersigned hereby proposes and agrees to enter into a contract to furnish to the San Diego Community College District any and all items that may be awarded, at the prices proposed herein, subject to the terms, conditions, and specifications of this Request for Bid.

Failure to complete and sign the boxes below may result in rejection of the Bid.

<table>
<thead>
<tr>
<th>Name and Address of Firm</th>
<th>Signature of authorized officer or employee (Unsigned bid will be rejected)</th>
<th>Date</th>
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<tr>
<th>Type or Print Name and Title</th>
<th>Telephone Number</th>
<th>e-mail address</th>
<th>Fax Number</th>
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SECTION C – AWARD OF CONTRACT

The San Diego Community College District awards this bid to the above named supplier in accordance with the terms, conditions, and specifications cited herein. (To be completed by SDCCCD, Purchasing and Contract Services Department.)

☐ Upon award, Contractor must submit a Statement of Insurance indicating amounts and expiration dates for each type of insurance required by this contract.

Date

Edward Cook
Supervisor, Purchasing and Contract Services

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I. INTRODUCTION

A. OVERVIEW
The San Diego Community College District (hereinafter referred to as “District”) is requesting sealed bids for the purchase of one heavy duty truck alignment system for the Advanced Transportation Tech Center - Diesel Technology Program at San Diego Miramar College. All items listed within this solicitation are intended for educational and instructional purposes.

The District is an accredited institution serving an estimated 100,000 students each semester and is comprised of three two-year colleges and six Continuing Education campuses throughout San Diego County.

The Diesel Technology Program provides the student with an opportunity to master the skills and knowledge required for success in servicing and maintaining diesel powered highway trucks, off-road heavy equipment, stationary engines, and marine craft.

Written questions regarding this solicitation will be accepted during the receipt of questions period and should be directed to:
Vanessa White, C.P.M., A.P.P., Buyer,
Purchasing and Contract Services,
phone (619) 388-6562, fax (619) 388-6893,
or e-mail vwhite@sdccd.edu

B. EQUIPMENT SPECIFICATIONS
HEAVY DUTY TRUCK ALIGNMENT SYSTEM (HDAT)- ALIGNMENT SYSTEM, HEAVY-DUTY COMMERCIAL TRUCK, CLASS 6 - 8 TRUCKS, BOTH SINGLE AND DOUBLE AXLE TRUCKS, TRACTORS, AND TRAILERS, MUST PERFORM MEASUREMENTS FOR THE FOLLOWING: TOE-IN, TOE-OUT, CASTER, KING PIN INLINATION (KPI), TURNING RADIUS, SINGLE AND TANDEM AXLE TRACKING, REAR-AXLE, TOE & CAMBER, MAXIMUM TURN ANGLE (MTA), ACKERMAN ANGLE; WHEN MEASURING THE FOLLOWING MUST APPLY: MEASUREMENT MUST BE TAKEN USING THE CENTERLINE OF THE FRAME, TANDEM AXLE MEASUREMENTS ARE TAKEN USING A TRAMING BAR, ALIGNMENT HEADS MUST HAVE CALIBRATION CAPABILITIES, ELECTRONIC GYROS MUST BE USED ON ALL ALIGNMENT PROCESSES, SYSTEM MUST BE ABLE TO PERFORM ALIGNMENT TASKS ON A LEVEL FLOOR, EFFICIENT MEASURING PROCEDURES (CASTER, CAMBER, KPI, MTA ) DONE WITH A MINIMUM NUMBER OF PROCEDURES, MUST BE ABLE TO PERFORM COMPLETE ALIGNMENT CHECKS WITH NO DEDICATED ALIGNMENT BAY; THE SYSTEM MUST INCLUDE ALL OF THE FOLLOWING: SYSTEM MUST BE DESIGNED FOR COMMERCIAL TRUCKS (NOT A MODIFIED CAR ALIGNMENT SYSTEM), LASER MEASURING FOR TOE AND FRAME ALIGNMENT, ELECTRONIC TURNING ALIGNER, CENTER MOUNT WHEEL MOUNT, WIRELESS ALIGNMENT HEADS, COMPUTER STORED READINGS, SIMPLE ONSITE CALIBRATION BY END USER, COMPONENTS COME WITH PORTABLE STORAGE SYSTEMS, REPLACEMENT COMPONENTS SUCH AS: COMPUTER, MONITOR, PRINTER NOT PROPRIETARY TO OEM, MONITOR, FLAT SCREEN, 32 INCHES, COMMUNICATION VIA SCANNING RADIO FREQUENCY. RANGE ADJUSTABLE, BATTERIES MUST BE RECHARGEABLE, BATTERIES MUST BE ABLE TO MAINTAIN A CHARGE FOR MORE THAN 6 HOURS WITHOUT RECHARGING, COMPLETE ONSITE FACTORY TRAINING, LOCAL SERVICE AND SUPPORT, ONE YEAR WARRANTY (FROM THE DATE OF ACCEPTANCE), FUTURE OEM SOFTWARE UPGRADES INCLUDED. DIMENSIONS: 36"X48". Benchmark: Beeline Part Numbers: LC7100W (1), LC4195B (2), 29557(1), FPT8000E(2) , 15000(1), FR10(1), 21000(1), 21320(4), 7500(1), 865(1), 21130(1)

C. WARRANTY
The District requires that all equipment purchased under this contract include a minimum one year full parts and labor warranty covering installation, parts, labor, transportation, and all other related repair/service costs. In no case shall the warranty period be less than one year from receipt of equipment by the District.
Equipment failures that occur during the warranty period must be replaced or repaired by the contractor at no charge. All parts must be shipped as advance replacements, prior to the return of any defective parts.
Response time for services shall be acknowledged within eight (8) business hours of initial contact from District staff. Repairs or advanced replacement parts must be received within five (5) business days. The District reserves the right to modify the response time requirement as the need arises.

### D. QUALIFICATIONS

All bidders must be an authorized dealer for sales, service and installation by the offered equipment manufacturer to sell and service the equipment/systems offered and must have in their employ, continuously during the contract period or any extension thereof, service and support personnel who have had training in the maintenance, support, and repair of the equipment offered.

### E. TRAINING MANUALS

Vendors shall provide two (2) copies each for instructor and student use of the operator’s and maintenance manuals, and any other technical data normally provided to new buyers. The District reserves the right to copy manuals for use in training District personnel.

### F. TIMELINE

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>December 19, 2012</td>
<td><strong>Bid Documents are Available:</strong> Prospective bidders may obtain bid documents, including any addenda, at the District’s website. It will be the vendor’s responsibility to retrieve all applicable addendum(s) and notifications from the Purchasing website: <a href="http://bussrv.sdccd.edu/purchasing">http://bussrv.sdccd.edu/purchasing</a>.</td>
</tr>
<tr>
<td>January 3-9, 2013</td>
<td><strong>Receipt of Questions Period:</strong> It is recommended that respondents carefully read the Request for Bid and submit questions for clarification or interpretation during the receipt of question period. Any oral communication concerning this Bid is not binding amongst any party or respondent to this Bid and shall in no way modify the RFB or the obligation of the District. <strong>All communication shall be in writing during the question period.</strong> Direct any questions concerning the Bid, documents, or bid process in writing <strong>during the receipt of questions period ONLY</strong> to Vanessa White at <a href="mailto:vwhite@sdccd.edu">vwhite@sdccd.edu</a>. The <strong>Receipt of Questions period will close at 5:00 P.M. on Wednesday, January 9, 2013.</strong></td>
</tr>
<tr>
<td>January 24, 2013</td>
<td><strong>Completed submissions due and must be received by 2:00 P.M.</strong> <strong>Late submittals will NOT be accepted.</strong> Respondents must submit one original document. Any information received after this deadline will be disregarded. Send responses to: San Diego Community College District Purchasing and Contract Services 3375 Camino Del Rio South, Suite 270 San Diego, California 92108 Heavy Duty Truck Alignment System-Diesel-Miramar Bid 13-14 SN</td>
</tr>
<tr>
<td>January 24, 2013</td>
<td><strong>Bid Opening:</strong> Responses shall be read aloud at 2:05 P.M. in <strong>Suite 245</strong> at the above address.</td>
</tr>
<tr>
<td>March 14, 2013</td>
<td><strong>Anticipated Award:</strong> Contingent upon lowest bidder meeting all of the bid specifications and requirements.</td>
</tr>
</tbody>
</table>
II. GENERAL TERMS AND CONDITIONS

A. SUBMITTING OFFERS

1. Response to Solicitation
Responses to this RFB must be submitted in electronic format on a CD or USB thumb drive. All files must be submitted as originally downloaded format (i.e., Excel, Word, PDF). In addition to the electronic submission, the Signature Page and Response Sheet must be submitted as hard copies. Signature Page must contain original signature. Oral changes to an offer will not be accepted.

Individual prices must be listed for each cost sheet line item. Prices must be stated in unit of issue specified within the solicitation. If the unit of issue specified does not represent the trade standard, or if Bidder’s standard unit of issue is different from the unit of issue specified by the District, the Bidder must properly note the firm’s unit of issue within its response.

2. Submittal of Response
The hard copy response must be submitted in a separate, sealed envelope or package with the District’s solicitation number printed on the outside.

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

San Diego Community College District
Purchasing and Contract Services
ATTN: Vanessa White, RFB #13-14 SN
3375 Camino del Rio South, Suite 270
San Diego, CA 92108

NO LATE BIDS WILL BE ACCEPTED!

Responses must be received and stamped in the District's Purchasing and Contract Services Office, Suite 270, no later than 2:00 PM, PT, on Thursday, January 24, 2012. Any bid received after the scheduled time of opening or with insufficient postage shall be refused and returned to the Bidder unopened.

3. Alternate Offers
Bidders shall quote on only one product for each solicitation item listed herein, and shall submit only one offer. Alternate offers will not be considered. Bidders offering more than one product and/or unit price per item will have their bid determined non-responsive.

4. Changes After Opening
Bidders should verify their offers before submission to the District. An offer cannot be withdrawn after public opening. No offer can be corrected or altered after being opened. The District will not be responsible for errors or omissions on the part of Bidders providing responses.

5. Designation of Subcontractors
Each vendor shall submit with its offer a list of the proposed subcontractors. This list must include the names, addresses, and particular function of the proposed subcontractors.

If the vendor fails to specify a subcontractor for any portion of the work to be performed under the contract, the vendor shall be deemed to have agreed to perform such portion, and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original offer shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the District.
If subcontractors or contract labor is used, Vendor shall be considered the “employer” corporation and shall be solely responsible for the payment of all federal, state, and local taxes arising of our or in connection with performance under this contract.

No subcontract shall be let or offered without prior notification and written approval of San Diego Community College District.

6. **Trade Discounts**
   Trade discounts shall be computed into unit price offered by the Bidder and only the net amount shown on the offer.

7. **Taxes**
   State and local retail sales tax, and use tax, if applicable, will be paid separately by the District and are not to be included in the offer. The District is exempt from federal excise and transportation taxes. The District will provide its exemption number to the successful Bidder, if applicable.

8. **Withdrawal of Response**
   Any Bidder may withdraw his or her response, either personally or by written request, at any time prior to the scheduled closing time for receipt of offers. Written requests for withdrawal of response should be addressed to:

   San Diego Community College District
   Attention: Vanessa White, RFB 13-14 SN
   Purchasing & Contract Services
   3375 Camino del Rio South, Suite 270
   San Diego, CA 92108

9. **Bidders Interested In More Than One Offer**
   No person, firm or corporation shall be allowed to make or file more than one offer for the same goods and services as described within this RFB document.

10. **Affirmative Action Plan**
    All Bidders submitting a response are required to file an Affirmative Action Compliance Plan and Certificate of Compliance with Affirmative Action Program. Failure to provide the certification may result in the rejection of the bid as non-responsive.

11. **Minority, Woman and Disabled Veteran-Owned Business Enterprise Certification**
    All Bidders doing business with the District are required to file a "Minority, Woman and Disabled Veteran-Owned Business Enterprise Program Certification" form for the offering firm or any listed subcontractors as part of the bid. Failure to provide the certification may result in the rejection of the bid as non-responsive.

12. **508 Rehabilitation Act of 1973**
    Contractor hereby warrants that the products or services to be provided under this agreement 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. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Contractor further agrees to indemnify and hold harmless the San Diego Community College 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 the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
13. **Cancellation of Procurement Process**
The District may cancel the procurement process at any time. All bids become the property of the District. All information submitted in the bid becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the bid, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The District reserves the right to withdraw the Request for Bid (RFB), to reject a specific quote for noncompliance within the RFB provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the District.

14. **Interpretation of RFB**
The Vendor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFB. If any Vendor planning to submit a bid finds discrepancies in or omissions from the RFB, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFB will be made only by written addendum and will be posted on the Purchasing website at http://bussrv.sdccd.edu/purchasing. The District is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the District's purchasing website at http://bussrv.sdccd.edu/purchasing.

**B. EVALUATION OF OFFERS/AWARD OF CONTRACT**

1. **Basis for Award and Evaluation Criteria**
District staff will evaluate offers and award to the lowest most responsive and responsible bidder, multiplying the unit price by quantity.

In the event of a mathematical error on the part of the seller in recording its offer, the District will take the unit price offered to be the intended offer.

2. **Evaluation of Proposed Equal Product**
The specifications contained herein describe products and/or services considered acceptable to the District. Specifications considered to be equal may be submitted when authorized herein. It is the responsibility of the Seller to provide full documentation with its offer to establish a claim of equal offering.

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

3. **Release of Information**
Bidders making offers as a result of this solicitation will be notified of Purchasing and Contract Services’ recommendation for award to the District's Board of Trustees, in advance of the Board's decision. This will be the only information released after all offers are read aloud, and before the District’s Board of Trustees awards the contract. It is the bidder’s responsibility to check the District’s website at http://bussrv.sdccd.edu/purchasing, for all addendums, updates, announcements or notices regarding this bid.

4. **Method of Ordering**
Individual Purchase Orders will be issued as required for the acquisition of products and services listed herein. This will be the only acceptable method of authorizing product purchases.
C. LEGAL ISSUES

1. Acceptance of Response
A Bidder’s offer is subject to acceptance by the District at any time within ninety (90) days after opening of same, unless otherwise stipulated herein. Terms and conditions additional to or not identical to the terms and conditions contained herein are not solicited and may render the bid/proposal non-responsive.

2. Assignment of Contract
Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the items appearing in this solicitation, which he or she may be awarded, or any rights accruing there under, title or interest therein, funds to be received hereunder; or any power to execute the same without prior written consent of the District. Notice is hereby given that the District will not honor any assignment made by the contractor unless the District has consented in writing.

3. Cancellation of Contract
The District reserves the right to cancel the contract resulting from this solicitation in its entirety upon thirty (30) days’ written notice at no cost except for products/services rendered. Such cancellation would be reserved for: Unsatisfactory service, discontinuation in District funding, reduction in course content or enrollment, or change in scope of District programs and/or policies.

4. Excuse for Non-Performance
Contractor and the District shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided it is satisfactorily established that the non-performance is not due to the fault or negligence of the contractor.

5. Hold Harmless
Contractor agrees to indemnify and to hold free and harmless the District, its officers, employees and agents, from all loss, liability, damages, costs or expenses (including reasonable legal expenses, and court costs) that may or might at any time arise or be asserted against District, its officers, employees and agents, arising by reason of, in the course of, or in connection with, the performance of this contract, including any loss, liability, damages, costs or expenses resulting from the sole negligence of the contractor, or both contractor and District, but excluding any loss, liability, damages, costs or expense resulting from the sole negligence of the District.

The indemnification shall include, but is not limited to, liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this solicitation and any resulting contract.

6. Protection of Work and Property
The Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the execution of this contract and shall be responsible for the proper care and protection of District property and all materials provided. All work shall be performed solely at the Contractor's risk. Contractor shall take all necessary precautions for safety of all personnel on the work site and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on or about the premises where work is being performed.

7. Right To Reject/Waive
The District reserves the right to reject any or all offers, or to waive any minor irregularities or informalities in any offer, or in the solicitation process.

The District also reserves the right to waive minor variations in specifications and evaluate offers and make awards considering the equipment and services being offered. Offers varying from
8. Insurance
Contractor shall provide and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as follows:

**Comprehensive General Liability Insurance:**
with a combined single limit per occurrence of not less than \$1,000,000.00

**OR**

**Commercial General Liability and Property Damage Insurance:**
(Including automobile insurance) which provides limits of not less than:

(a) Per occurrence (combined single limit) .................................................................. \$1,000,000.00
(b) Products/Completed Operations ........................................................................... \$1,000,000.00
(c) Personal & Advertising Injury limit ........................................................................ \$1,000,000.00

**AND**

**Fire Insurance**
Project Replacement Value at .................................................................................. 100% (One Hundred Percent)

**Insurance Covering Special Hazards:** Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts ........................... \$500,000.00

**Additional Insured Endorsement:** Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured.

Contractor shall require their subcontractors, if any, to take out and maintain similar public liability and property damage insurance in amounts as hereinafter set forth.

Contractor shall not commence work nor shall he/she allow any subcontractor to commence work under this agreement until he/she has obtained all required insurance and certificates, which have been delivered in duplicate to, and approved by, the District's Purchasing and Contract Services Director.

All evidence of current insurance documentation shall be submitted to the District’s Purchasing and Contract Services Department upon award.
9. **Right to Protest**

Any prospective or actual bidder, or contractor who believes it has been aggrieved, in solicitation or award of a contract, may submit a protest to the Director of Purchasing and Contract Services using the following guidelines:

   a. The protest shall be submitted in writing within (5) working days after such aggrieved person knows or should have known of the facts giving rise to the dispute.

   b. The protest must be accompanied by a detailed written statement, indicating the reason for the protest.

   c. Consistent with San Diego Community College District (SDCCD) Administrative Policy No. 6330.6, the Director of Purchasing and Contract Services has the authority to settle and resolve a protest of an aggrieved bidder, or contractor, actual or perspective concerning the solicitation or award of a contract.

   d. The Director of Purchasing and Contract Services shall issue a decision, in writing within ten (10) working days of confirmed receipt of the written dispute. The decision shall state the reason for the action taken. If a vendor wants to elevate the dispute, the formal process will be recommended.

The right of protest does not prevent the District from proceeding with the award of the contract. Bidders may request a copy of SDCCD Administrative Policy No. 6330.6 at any time from the buyer or the Director of Purchasing and Contract Services.

The mailing address for submitting all protests is:

San Diego Community College District  
Purchasing and Contract Services  
Attention: Director of Purchasing and Contract Services  
3375 Camino del Rio South, Suite 270  
San Diego, CA  92108

10. **Performance Bond**

The successful Bidder(s) will be required to furnish a bond of a surety company satisfactory to the Board of Trustees guaranteeing faithful performance of the agreement in the amount of five percent (5%) of bid response total. The performance bond is due 15 days after award.

D. **DELIVERY / INVOICING**

1. **Conformity to Specifications**

All products and services furnished as a result of this solicitation must comply with the specifications cited herein. Materials, equipment, and services provided are subject to inspection and approval after delivery. Delivery does not constitute acceptance. The District reserves the right to reject any portion of a shipment or service that is defective or fails to comply with specifications, without invalidating the remainder of the order. Such rejection will be at the risk and expense of the contractor. **All equipment must be new, never pre-owned or used. Demonstrator units are considered used and are not acceptable to the district.**

2. **Payment Terms and Invoicing Instructions**

The District’s payment terms, and the terms of this contract, are NET 30 days after receipt of invoice and acceptance of material and services. Invoices citing cash discounts for early payment of invoices of less than 15 days will be paid as NET 30. Cash discounts, when given, will be figured from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. If tests are necessary, cash discounts will be figured from date of acceptance of test report. Each invoice shall reflect the District Purchase Order number.
3. **Delivery Terms/Setup**
Delivery terms are FOB Destination to San Diego Miramar College, 10440 Black Mountain Road, San Diego, CA 92126. Prices bid shall reflect FOB Destination/Inside Delivery/Installation and include all costs associated with delivery of specified equipment listed. Equipment shall be fully serviced, assembled, and ready for use upon delivery.

4. **Delivery Time**
Deliveries must conform to the operating hours and time requirements of the San Diego Miramar College campus, as stated within the District's Purchase Order. Each shipment must be accompanied by a packing slip/list, which must reference the assigned Purchase Order Number.

### III. SPECIAL TERMS AND CONDITIONS

**A. CANCELLATION FOR DEFAULT BY CONTRACTOR**
The District may by written notice terminate a Purchase Order and/or Contract resulting from this solicitation for Contractor's default, in whole or in part, at any time, if Contractor refuses or fails to comply with the provisions of said Purchase Order or Contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or perform the services within the time specified or any written extension thereof. In such event, the District may purchase or otherwise secure the materials or services, and except as otherwise provided herein, Contractor shall be liable to the District for any re-procurement costs incurred by the District in excess of the costs which the District would have had to pay under this Contract.

The District shall recover such excess costs by any means necessary including but not limited to deducting the amount from any outstanding invoices from the vendor for other products or services, or through litigation.

**B. QUALIFICATIONS**
All bidders must be an authorized dealer for sales, service and installation by the offered equipment manufacturer to sell and service the equipment/systems offered and must have in their employ, continuously during the contract period or any extension thereof, service and support personnel who have had training in the maintenance, support, and repair of the equipment offered.

### IV. BIDDER'S RESPONSE SECTION
Bidders must submit price bids in this section. Any pricing submitted on a vendor's own form will not be considered as an official bid, but for information purposes only.

When completing this section, you must indicate the manufacturer/model number being bid in the "Manufacturer/Model#" column.

**A. PRICE RESPONSE (Attachment G, Cost Sheet)**

In this section Bidders are required to bid firm fixed pricing for all equipment and maintenance costs. The District will determine the lowest bid by adding the cost of the equipment including one-year warranty, maintenance and training and commission/installation.

The District has identified a manufacturer and model of equipment that meets our needs. Please note that only responses included in this section will be acceptable as part of the bid. Bidders are welcome to include documentation to substantiate their bid below, but failure to provide the information below in the format required may result in a bid being determined non-responsive.

(See Attachment G Response Sheet)
ATTACHMENT A

BID CHECK LIST

All bids must contain the following forms; the District may waive minor bid irregularities but failure to meet the above requirements may be cause for the bid to be rejected.

The following documents are to be submitted in a sealed envelope for each Bid Package.

______ Cover Page
______ Bid Proposal Check List, Attachment A
______ References – Attachment B
______ Non-Collusion Affidavit – Attachment C
______ Workers’ Compensation Certification – Attachment D
______ Minority, Woman and Disabled Veteran–Owned Business Enterprise Certification – Attachment E
______ Statement of Certification of Compliance with Equal Opportunity Program – Attachment F

(2 Pages)
______ Response Sheet – Attachment G (Separate Download)

Bidder’s Signature: ____________________________________________  Date: ______________________
ATTACHMENT B

REFERENCES

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid document. List as references is the three nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction. Proposers shall not list the San Diego Community College District as a reference.

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<th>Name of Entity/Firm</th>
<th>Address:</th>
<th>City/State/Zip Code</th>
<th>Contact Person:</th>
<th>Title:</th>
<th>Phone Number/Ext:</th>
<th>Fax#:</th>
<th>Comments:</th>
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Bidder Name: ___________________________  Signed by: _____________
ATTACHMENT C

NON-COLLUSION AFFIDAVIT

State of California, County of ________________________, being first duly sworn, deposes and says that he or she is ________________________ (name) of ________________________ (company) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that 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 fix any overhead, profit, or cost element of the bid, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: _______________________

Signature of principal/owner
ATTACHMENT D

WORKERS’ COMPENSATION CERTIFICATION

Labor Code section 3700 relevant parts provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability of 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.

___________________________________________
Signature of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certification must be signed and filed with the District prior to performing any work under this contract.)
ATTACHMENT E

San Diego Community College District

MINORITY, WOMAN AND DISABLED VETERAN-OWNED BUSINESS ENTERPRISE CERTIFICATION

Each bidder is required to complete the certification below and return it to the Purchasing and Contract Services office, San Diego Community College District, as part of the Bid package.

1. Is your firm a Minority Business Enterprise as defined below in items (a) through (c)?
   (a) A sole proprietorship which is owned by a minority (i.e., American Indian or Alaskan native, Asian or Pacific Islander, African-American, or Hispanic), or a corporation, partnership, or firm, 51 percent of the stock, partnership interest, or other interests of which are owned by one or more minorities; and
   (b) Managed by, and the daily business operations are controlled by, one or more minorities; and
   (c) With its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other business.

   YES ☐ NO ☐

2. Is your firm a Woman-Owned Business Enterprise as defined below in items (a) through (c)?
   (a) A sole proprietorship which is owned by a woman, or a corporation, partnership, or firm, in which 51 percent of the stock, partnership interests, or other interests of which are owned by one or more women; and
   (b) Managed by, and the daily business operations are controlled by, one or more women; and
   (c) With its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other business.

   YES ☐ NO ☐

3. Is your firm a Disabled Veteran-Owned Business Enterprise as defined below in item (a)?
   (a) A business enterprise certified as a disabled veteran business enterprise by the Office of Small and Minority Business, pursuant to Military and Veterans Code Section 999, or a business enterprise that certifies that it has met such standards.

   YES ☐ NO ☐

I certify that I have made a diligent effort to ascertain the facts with regard to representations made herein and, to the best of my knowledge and belief, similar information for subcontractors can be supplied if requested/required. I also understand that any misrepresentations may be grounds for termination of contract(s) or disqualification as non-responsive in the issuing or award of future contract(s).

_________________________________________  ______________________________________
Name/Title of CEO or Authorized Officer     Company Name

_________________________________________  ______________________________________
Signature                             Date

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STATEMENT OF CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
Page 1 of 2

I hereby certify that _________________________________________________

(Legal Name of Vendor)

is in compliance with the Civil Rights Acts of 1964; Executive Orders 11246 and 11375; Department of Labor and Treasury Regulations 41CFR, Chapter 60; California Fair Employment Practices Act; and any other applicable federal and state laws and regulations relative to equal opportunity employment, including laws and regulations hereinafter enacted.

I further certify that the above named vendor is in compliance with San Diego Community College District Policies and Procedures 4110.

Attached hereto is the Equal Employment Opportunity Plan of the above named vendor. This vendor agrees to comply with the terms and conditions of such plan, if awarded business by the San Diego Community College District, and further agrees that the plan and this certificate are to be incorporated in and become a part of each contract document between the District and the above named vendor.

The below must be signed by the person who has primary responsibility for the administration of the above named organization’s Equal Employment Opportunity program.

________________________          ____________________________     __________
Print Name                                       Signature                                              Date

EEO Compliance approved by:

Return this form to:
San Diego Community College District
Business Services - Purchasing Department
3375 Camino del Rio South
San Diego, CA  92108

Equal Opportunity & Diversity Officer
Shawn P. Larry, J.D., PHR

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ATTACHMENT F

VENDOR’S PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY TO
SAN DIEGO COMMUNITY COLLEGE DISTRICT

Vendor Name ____________________________ Phone Number ____________________ Reporting Date ____________________

Address

1. Recruitment of new employees: How many new employees do you intend to hire during the next year? ______

2. My current (above reporting date) work force is composed of the following ethnic/racial distribution:

<table>
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<tr>
<th>CRAFT</th>
<th>JOB LEVEL ABBVN*</th>
<th>HISPANIC</th>
<th>AFRICAN AMERICAN</th>
<th>FILIPINO / ORIENTAL / ASIAN</th>
<th>AMERICAN INDIAN</th>
<th>TOTAL MINORITY</th>
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ABBREVIATIONS:
S = SUPERVISOR, F = FOREMAN, J = JOURNEYMAN, A = APPRENTICE, T = TRAINEE
OTHERS = SPECIFY, INCLUDING NONCRAFT TYPES, EO = EQUAL EMPLOYMENT OPPORTUNITY

3. How does your organization’s EEO Plan intend to make any discrepancies within the above job categories consistent with your Affirmative Action Plan? You may provide a copy of your organization’s Affirmative Action Plan in response to this question.

4. Please provide an outline of the services and programs that your organization will offer which are responsive to insuring the promoting a diverse workforce. Please provide a sufficient description of the EEO services and programs. You may provide a copy of your organization’s Affirmation Action Plan in response to this question.

5. My signature below indicates that: I have primary responsibility for the administration of the above named organization’s EO/AA program; the information stated in the document is complete and accurate to the best of my knowledge; and that the necessary records will be maintained and will be available for inspection by authorized personnel of the San Diego Community College District.

_______________________ ______________________________________    ______________________
Print Name                                                            Signature                                                         Date