

SONOMA COUNTY JUNIOR COLLEGE DISTRICT
GENERAL TERMS AND CONDITIONS

1. CONFLICT OF INTEREST

District employees are prohibited from participating in the selection process when they have a financial or business relationship with any private entity seeking to enter into a contract with the District. The District requires compliance with all laws regarding political contributions, conflicts of interest or unlawful activities. Vendor represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Vendor further represents that, during the performance of this Agreement, no such conflict of interest shall exist.

2. ANTI LOBBYING PROVISION

All oral and written inquiries or statements regarding a potential contract with the District must be directed through the Sonoma County Junior College District's Purchasing Department. Potential vendors to the District are hereby advised that lobbying any District staff, the District's President, or any member or members of its Board of Trustees is not permitted and will result in disqualification as outlined below.

Lobbying, in this section, is defined as any action taken by an individual, firm, associate, joint venture, partnership, syndicate, corporation, or any other individual or group of individuals who seek(s) to influence a governmental decision regarding the award of business in connection with a competitive solicitation.

Lobbying by any vendor or potential vendor to the District, or any individual or group as defined above acting on behalf of a vendor or potential vendor to the District, regarding a current or impending solicitation advertised or to be advertised by the District, including Requests for Proposals (RFP's), Requests for Qualifications (RFQ's) and Invitation to Bid, will result in the rejection and disqualification of that vendor's offer".

3. ACCEPTANCE PERIOD

Bidder agrees to a minimum of 60 calendar-day acceptance period from the date of public opening.

4. ACCEPTANCE OR REJECTION OF PROPOSALS

The District reserves the right to reject any and all proposals, or any or all items of any proposal.

5. PROPOSAL FORM REQUIREMENTS

All forms must be typed or written in ink; proposals must not be written in pencil. Mistakes may be crossed out and correction inserted adjacent; but the correction should be initialed in ink by the person signing the proposal. No corrections can be made after the time for submitting the proposals.

6. DISQUALIFICATION OF PROPOSERS

Bidders may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for (but not limited to) the following causes: Failure to use the process furnished by the DISTRICT, lack of signature by an authorized representative on the Bid Response Form evidence of collusion among Bidders, unauthorized alteration of forms, failure to submit requested documents, and failure to furnish proof of receipt of any addendum pertaining to a particular project. The DISTRICT reserves the right to waive any minor informality or irregularity in a bid, or to reject all bids.

7. AWARD OF CONTRACT

Award will be made to the lowest responsible and responsive Bidder(s). The basis of award will be determined by cost and vendor meeting the requirements and qualifying criteria contained in the bid documents and applicable addenda including life cycle cost, quality, availability, conformance to specifications, financial capability and service in the best interest of the DISTRICT.

8. DISCUSSION OF PROPOSALS

From the date of issuance until our District takes final action and awards a contract, the Respondent shall not discuss the Proposals or any part thereof with any employee, agent, or representative of our District except as expressly requested by District in writing or with District staff identified in this document as the contact person for all related matters. Failure to comply with this provision will result in rejection of the Respondent's Proposal.

9. FEDERAL OR STATE REGULATIONS

The Vendor's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the federal and State governments now in effect or which shall be in effect during the period of such contract.

10. NON-DISCRIMINATION

The Vendor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, religion, age or non-job related handicap or disability. Failure to comply with these provisions shall be considered cause for termination.

11. TERM OF CONTRACT

Any contract resulting from this bid shall be in accordance with these conditions.

12. DEFAULT OF CONTRACT

In case of default of contract by Vendor, DISTRICT may procure the articles or services from other sources and hold the Vendor responsible for any excess cost, provided that public necessity requires the use of materials or supplies not conforming to the specifications.

13. GOVERNING LAW

All contracts resulting from award of this solicitation shall be governed by and construed in accordance with the laws of California. No action involving this contract may be brought except in the Superior Court of the Sonoma County, California, and no other place.

14. INDEMNIFICATION

Vendor shall indemnify and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs in connection with any claim arising from the performance of the contract or the work described in the contract, excepting cases involving the sole negligence or the willful misconduct of the DISTRICT.

15. WARRANTY OF TITLE

Vendor warrants that full and clear title to all work, materials and equipment shall pass and transfer to the District free from any claims, liens or encumbrances when the District has accepted in writing such work, materials and equipment. Vendor further warrants that no materials or equipment have been sold to the District under the Contract that are subject to an agreement by which an interest therein or an encumbrance thereon is retained by a supplier or anyone else. Risk of loss to all materials and/or equipment remains with the Vendor until such time as the District has accepted the materials or equipment in writing.

16. MASTER PROVISIONS

Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of related materials, items, or pieces of equipment and in accordance with best practices. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with related installations.

Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment and in accordance with best practices. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

17. MATERIALS

Unless explicitly stated otherwise, all specified equipment and material comprising the work of this solicitation, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer. Wherever in the solicitation it is provided that the Vendor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. None of the materials to be provided furnished or installed shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

18. INSPECTION

As applicable, all materials, equipment and workmanship used shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's authorized representatives shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the specifications shall be replaced with the correct material or work and the defective items promptly removed, all at the

Vendor's expense, when directed to do so by persons having authority over the work. The cost of review time and analysis by the District consultants necessitated by incomplete or defective work by the Vendor shall be charged to the Vendor. Inspection and testing by the District or its representatives shall not relieve the Vendor from complying with the requirements of the solicitation. The Vendor is responsible for its own quality control. Whenever required by the District, the Vendor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Vendor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Vendor improperly covered the work before it could be inspected or tested.

19. LICENSES

Vendor and its agents shall possess and maintain in good standing a California Contractor's license and any other applicable licenses as may be required by law.

19. CONTRACT REPRESENTATIVE

The Director of Purchasing will handle most contractual matters. A designated manager(s) for the District will address day-to-day operations as well as specific procedural matters. Vendors are expected to designate and maintain comparable representatives with authority to carry out their duties.

20. ASSIGNMENT

The vendor shall not assign the contract in whole or in part without the express written consent of the Director of Purchasing nor shall the Vendor have the right to authorize or permit the use of DISTRICT facilities by third parties without the express written consent of the DISTRICT.

21. TERMINATION

The contract or any portion of the contract may be canceled for convenience by the District by giving thirty (30) days written notice to the vendor. In that event, the District shall pay Vendor for all services satisfactorily rendered up to the date of termination.

22. APPROPRIATION OF FUNDS

Notwithstanding the provisions, terms and conditions of this solicitation, in the event any recognized funding authority fails to appropriate sufficient funds to the DISTRICT to enable obligations to be fulfilled under the award of contract, the DISTRICT will notify the Vendor by giving sixty (60) days written notice. The DISTRICT will reimburse the Vendor for all services satisfactorily rendered through the end of the sixty (60) day notification period.

23. FREIGHT TERMS

All shipments shall be made on an "FOB Destination" basis unless other arrangements are made prior to shipment and authorized in writing by the Purchasing Department.

24. PREVAILING WAGES

Vendor shall comply with applicable prevailing wages requirements as required by state and federal law.

25. PAYMENT TERMS

The DISTRICT's payment terms are 30 days from acceptance of the related invoice, unless otherwise stated. Early payment discounts may be accepted at the discretion of the Director of Purchasing and arranged prior to shipment of goods or delivery of services.

26. BID PROTESTS

All bid protests shall be submitted in writing to the Director of Purchasing in accordance with the provisions of SCJCD Board of Trustees Policy 5.8 P.

27. DEBARMENT/SUSPENSION STATUS

By signing the proposal form vendor certifies that it is **not** suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Vendor agrees to provide immediate notice to DISTRICT in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of the bid award.

28. EMPLOYMENT LAW

Contracts awarded as a result of this solicitation require compliance with federal, state and local laws in regards to employee eligibility to work in the United States. Failure to comply may result in termination of the contract.

29. PCI SECURITY COMPLIANCE

Applicable vendors must comply with the Payment Card Industry Data Security Standard (PCI DSS). The PCI Data Security Standard requirements apply to all payment card network members, merchants and service providers that store, process or transmit cardholder data. The requirements apply to all methods of credit card processing; the most comprehensive and demanding of which apply to e-commerce websites, and retail POS systems that process credit cards over the Internet. PCI official website at: <https://www.pcisecuritystandards.org>

30. INDEPENDENT CONTRACTOR

Vendor employees and/or subcontractors shall not be treated or considered as employees of DISTRICT, it being the intention of the parties that Vendor shall be and remain an independent contractor, and that nothing contained in this solicitation and resulting contracts shall be construed inconsistent with that status. Vendor covenants and agrees to save and hold harmless DISTRICT from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

31. SUSTAINABILITY

The Sonoma County Junior College District is committed to minimizing the impact of procured goods and services on the local environment by supporting sustainable economic and social and environmental practices. It is important that Bidders show this commitment as well by offering sustainable goods and services whenever available. The DISTRICT may request reports related to

sustainability on all goods and services provided under a bid. All electrical and electronic equipment shall comply with energy star ratings.

32. PUBLIC RECORDS

The Sonoma County Junior College District is subject to the provisions of the California Public Records Act contained in Government Code sections 6250-6270. Documents received by the college are subject to release in compliance with the above statutes.

33. COMPLIANCE WITH AMERICAN DISABILITIES ACT

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Sonoma County Junior College District shall comply with all applicable District policies, Federal and State laws and regulations including but not limited to Section 508, Subpart B, Subsection 1194.22, Guidelines A-P of the rehabilitation Act of 1973 as revised in 1998, World Wide Web Consortium (W3C), Web Content Accessibility Guidelines 2.0 and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the District.