

**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT  
FRONT END DOCUMENTS**

**FOR**

**ELECTRICAL SUPPLIES**

**Issue Date: October 8, 2025**

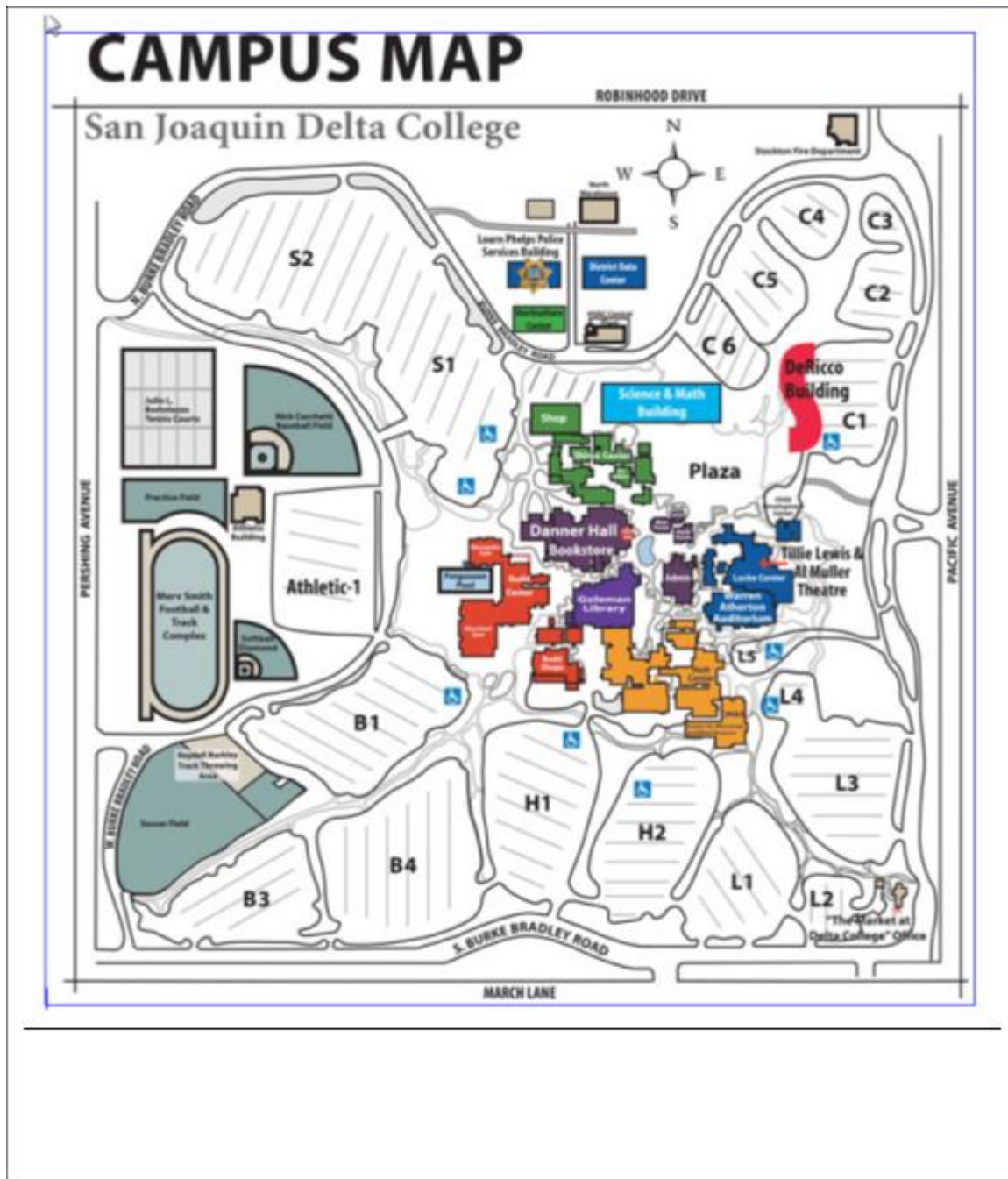


**Project No. 2026-RFB-014**

**Bid Opening: Monday, October 27, 2025**

**RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:**

<https://secure.procurenow.com/portal/deltacollege>



LOCATION MAP

San Joaquin Delta Community College District  
5151 Pacific Ave, Stockton Ca 95207

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Attachments:

A - RFB\_Sample\_Agreement

## 1. Introduction

### 1.1. Summary

The San Joaquin Delta Community College District (“**District**”) is requesting competitive bids from qualified vendors (individually, a “**Bidder**” and collectively, “**Bidders**”) to this Request for Bids (“**RFB**”) for its **Electrical Supplies** (“**Project**”).

This RFP is part of a cooperative purchasing agreement through the SJVCC, a collaboration that allows the District and other public sector entities, as well as private educational institutions in the region, to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities. (Further details on SJVCC can be found in Section 3.0.)

The purpose of this solicitation is to establish a list of approved suppliers to provide electrical supplies. The resulting contract(s) will be valid for a period of three (3) years with the option to renew for two (2) additional one (1) year terms.

### 1.2. Background

The District is part of the statewide California Community College System, and currently serves over 23,000 students annually. The District is comprised of the Stockton Main Campus, the South Campus at Mountain House, and the Manteca Center. Additional information about the District is available online at <https://www.deltacollege.edu/>.

The District is governed by a Board of Trustees (the “Board”), consisting of seven voting members, elected from trustee areas in general elections throughout the District, and a Student Representative, appointed by Student Government. The Board exists under and derives its powers from the California Constitution and the acts of the State Legislature, and it derives its authority from the California Education Code.

### 1.3. Timeline

|                                     |                          |
|-------------------------------------|--------------------------|
| <b>Release Project Date</b>         | October 8, 2025          |
| <b>First Publication Date</b>       | October 8, 2025          |
| <b>Second Publication Date</b>      | October 15, 2025         |
| <b>Question Submission Deadline</b> | October 17, 2025, 2:00pm |
| <b>Question Response Deadline</b>   | October 22, 2025, 5:00pm |
| <b>Proposal Submission Deadline</b> | October 27, 2025, 2:00pm |

|                                  |                  |
|----------------------------------|------------------|
| <b>Notice of Intent to Award</b> | October 31, 2025 |
|----------------------------------|------------------|

## **2. Notice of Bids**

### **2.1. Notice**

**NOTICE IS HEREBY GIVEN** that the **SAN JOAQUIN DELTA COLLEGE DISTRICT, CA,**

San Joaquin County, acting by and through its Governing Board, hereinafter referred to as the District, will receive electronic Bids for the award of an agreement for the following:

RFB #2026-RFB-014 - Electrical Supplies

Electronic Bids must be submitted online on or before Monday, October 27, 2025, NO LATER THAN 2:00 pm to be promptly viewed. Bidders will find Request for Bid ("RFB") documents on the District's online Bid Portal <https://procurement.opengov.com/portal/deltacollege>. Oral requests, via telephone or in person, will not be honored. District shall create a list of potential Bidders comprised of those who have registered on its online Bid Portal ("Potential Bidders"). Thus, all interested Bidders must register online and download the Bid Documents to receive further information. Proposals shall be submitted electronically on the District's Bid Portal. Any Bid that is submitted late and/or does not conform to the requirements set forth in this RFB Document may be rejected as non-responsive.

NOTE: Bids submitted by fax, mail, or email are NOT acceptable. Bidders are solely responsible for ensuring their Bids are received by District at the time, date, and Bid Portal linked on the District's website. District is not responsible for any delays. Bids may be withdrawn, upon written request, at any time prior to the scheduled Bid Opening Date. However, no Bidder may withdraw their Bid for a period of one hundred eighty (180) calendar days after the date set for the Bid opening (the "Bid Term"). The District reserves the right to reject any and all Bids or to waive irregularities in any Bid.

By Order of the Governing Board of the

**SAN JOAQUIN DELTA COLLEGE DISTRICT**

*Jennifer Alford*

**Jennifer Alford, M.A., CPPO, NIGP-CPP**

**Director of Procurement, Contracts and Auxiliary Services**

**San Joaquin Delta College**

## **3. San Joaquin Valley Community Cooperative**

### **3.1. San Joaquin Valley Community Cooperative**

The San Joaquin Valley Community Cooperative (SJVCC) is a collaborative purchasing group formed by public sector entities, educational institutions and non-profits in the San Joaquin Valley of California. The group includes, but isn't limited to, entities such as local governments, educational institutions, or special districts, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of

goods and services, often with reduced administrative burdens.

For potential awarded suppliers, engaging with a community cooperative offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, community cooperatives are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with a community cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration.

### **3.2. Administrative Operating Services Provider to SJVCC**

The resulting Master Agreement(s) awarded by this solicitation will be administered by SJVCC in partnership with Bespoke Community Cooperatives, LLC ("BESPOKE"). BESPOKE is a public benefit corporation providing administrative operating services for non-federal public agencies (States, Cities, Counties, etc.), educational institutions and non-profits that have entered into an agreement to procure jointly or on behalf of other public entities, educational institutions and non-profits. These organizations are known as Community Cooperatives (CC.) SJVCC utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

### **3.3. Cooperative Procurement with Other Jurisdictions**

The Master Agreement(s) awarded under this Solicitation by SJVCC member San Joaquin Community College "District" (Designated as the Lead Purchasing Agency or "LPA" for this solicitation, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as the SJVCC, including Administrative Fee and Sales Reporting provisions. PAs may include municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, health institutions, or other eligible entities, including organizations that expend public funds in performing governmental functions and non-profits.

### **3.4. Participating Public Agency (PPA) Contracting Authority Explained:**

#### **1. Cooperative Purchasing**

This Solicitation is being conducted by LPA the District on behalf of the SJVCC's Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as "cooperative purchasing," and the Master Agreement is considered to be a "cooperative contract." This type of purchasing is a generally accepted procurement method recognized under state and federal law.

#### **2. How Other Entities Can Use This Contract**

If a public agency (such as a city, special district, or county) or educational institution (K12 or Higher Education public or private) or non-profit wants to use this contract, it first needs to

register as a Participating Agency (PA) through BESPOKE's Cooperative Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at [www.bespokecommunity.org](http://www.bespokecommunity.org). BESPOKE and SJVCC facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.

**3. Agency-Specific Terms and Conditions**

Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.

**4. Supplier Administrative Fees**

All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of the SJVCC. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

**5. Local Customization Options**

Certain Solicitation or contract terms that apply specifically to the District, such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.

**6. Direct Transactions with Each Agency**

All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SJVCC do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.

**7. Procurement Compliance**

Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. The District certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

**3.5. Servicing Requirements**

Awarded suppliers must provide services to the District (and any SJVCC Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other

SJVCC members or PA's that may participate through the BESPOKE Community Cooperatives Administrative Services Program.

### **3.6. Administrative Fees**

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay SJVCC an Administrative Fee of **two percent (2%)** of the total sales made to SJVCC Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.

In return for the administrative fee paid to BESPOKE on behalf of the SJVCC based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of the SJVCC.
- Marketing support by BESPOKE to members of the SJVCC and participating entities outside of the SJVCC based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to eligible entities.
- Data usage trends by SJVCC and participating entities utilizing this Master Agreement.

### **3.7. Monthly Sales Reporting Requirement**

Awarded contractors are required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the **15th of each month** for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by the SJVCC. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

### **3.8. Contract Launch and Performance Oversight**

Within 30 days of contract award, the awarded contractor's leadership team shall participate in a cooperative contract kickoff call with the Lead Public Agency (LPA) and Bespoke. This meeting will review the support and marketing Bespoke will provide, as well as the supplier's commitments under the cooperative contract.

Following the kickoff, the awarded contractor shall participate in quarterly business review (QBR) meetings with Bespoke. These meetings will serve to evaluate contract performance, review sales activity and reporting, discuss marketing initiatives, and address any compliance or operational issues.

All kickoff and quarterly review meetings will be conducted virtually unless otherwise agreed upon by all parties. Failure to participate in these required meetings may be considered non-compliance with the terms of the cooperative contract.

## **4. Instructions to Bidders**



All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Request for Bids.

Each Bid Proposal submitted to San Joaquin Delta Community College District ("District") for its Electrical Supplies ("Project") must be submitted in accordance with the following instructions and requirements:

#### **4.1. Electronic Bid Submission**

**General.** Each Bid Proposal must be signed, sealed and submitted to District, using the form provided in the Contract Documents, by or before the date and time set forth in Section 2 of the Request for Bids, or as amended by subsequent addendum. Late submissions will be rejected. District reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from District. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

**Electronic Bid Proposal Submittal.** All bids shall be submitted before date/time set forth in the Notice to Bidders via the District's procurement portal. Bid Proposals which are not submitted through the procurement portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the procurement portal; or (ii) untimely, incomplete or inaccurate data submitted through the procurement portal. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support.

**Electronic Submission Requirements.** Bidders must enter proposed pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of the apparent low bid/best value. Bidders must attach pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support. If you continue to have difficulty, contact the District's Procurement & Contract Department by email at [procurement@deltacollege.edu](mailto:procurement@deltacollege.edu). Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

**Bid and Contract Documents.** The Bid and Contract Documents are available only through the District's procurement portal. The District's procurement portal may be accessed through the District's Purchasing webpage: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/business-opportunities> OR <https://procurement.opengov.com/portal/deltacollege>. Vendors must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this portal. It shall be Bidder's sole responsibility to conduct periodic checks of this Project to identify and download any Project Addenda.

**Date and Time of Bid Proposal Submittal.** The procurement portal clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be

received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results on the District's procurement portal are unofficial and require further review prior to award.

**DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, District may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If District is unable to confirm that the bidder is currently registered with the DIR, District may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).) If applicable.

#### **4.2. Bid Proposal Form and Enclosures**

Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List if applicable, and Non-Collusion Declaration using the forms included with the Contract Documents.

#### **4.3. Authorization and Execution**

For this bid, the District will accept digital signatures that meet the requirements listed on the State's website: <https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures>. Systems such as DocuSign or similar, for example, which provide a unique digital certificate when signed, are acceptable. Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code § 313.

#### **4.4. Pre-Bid Investigation**

**General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the District or the Project site without prior written authorization from District.

**Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying District of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the District no later than five Working Days before the scheduled bid opening. (See Section 3.4, above.) District expressly disclaims responsibility for

assumptions a bidder might draw from the presence or absence of information provided by District. (If Applicable).

**Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the District in writing, as specified in Section 3.4, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from District. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in District's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures. (If Applicable).

**Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third-party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third-party utility owners about their requirements before submitting a Bid Proposal. (If Applicable).

#### **4.5. Bidders Interested in More Than One Bid**

No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.

#### **4.6. Addenda**

Any addenda issued prior to the bid opening using the online bidding system are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, District reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid.

#### **4.7. Brand Designations and "Or Equal" Substitutions**

Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted at least ten days prior to bid opening. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).

#### **4.8. Protest Procedures**

Any protest challenging the District's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to the Procurement, Contracts and Auxiliary Services department, at [procurement@deltacollege.edu](mailto:procurement@deltacollege.edu), and must clearly specify the basis for the protest. The protest will be reviewed by the District's Representative in consultation with District's legal counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the District reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

#### **4.9. Reservation of Rights**

District reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 90 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid or best value. Any planned start date for the Project represents the District's expectations at the time the Notice Inviting Bids was first issued. District is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the District determines, in its sole discretion, the appropriate time for commencing the Work. The District expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the District in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

#### **4.10. Bonds**

Within ten calendar days following District's issuance of the Notice of Award to the apparent low bidder, the bidder must submit payment and performance bonds to District as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates. (If Applicable).

#### **4.11. Supplier Registration Form**

Within ten calendar days following District's issuance of the Notice of Potential Award to the apparent low bidder, the bidder must submit a completed Supplier Registration Form, available on the District's website at: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/become-supplier>.

#### **4.12. License(s)**

The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. (if applicable)

#### **4.13. Ineligible Subcontractor**

Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.

#### **4.14. Participation of Local and/or Small Businesses**

The District encourages the participation of local and/or small businesses, including, but not limited to, minority, women, disabled, or disabled veteran owned businesses, as set forth in District's Administrative Procedure 6330 and as permitted by Public Contract Code § 2002.

#### **4.15. Public Records**

The District is subject to the provisions of the California Public Records Act (Govt. Code § 7922 et seq.) (the "Act"), and each Response submitted to the District is subject to disclosure as a public record, unless the Response or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Response is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt from disclosure and identify the basis of the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Response, a Respondent agrees to indemnify, defend, and hold harmless the District against any third party claim seeking disclosure of the Response or any portions thereof.

#### **4.16. Response Format Requirements**

All Responses must strictly comply with the requirements set forth in this RFP. Each Response shall specifically address all items identified in Section 8, *Vendor Questions*, as well as Section 6, *Pricing Proposal*. Responses should emphasize clarity, accuracy, and conciseness rather than length or volume. Marketing brochures, advertisements, or other promotional materials shall not be included in the Response unless expressly requested by the District.

By submitting a Response, the Respondent acknowledges and agrees that:

1. The Response, together with this RFP and all associated solicitation documents, shall constitute a firm, binding, and irrevocable offer to enter into an agreement with the District;
2. Such offer shall remain valid and enforceable for a period of one hundred eighty (180) calendar days following the Response Deadline;
3. The District reserves the right, at its sole discretion, to reject any or all Responses, to waive immaterial irregularities in any Response, and to accept the Response(s) deemed most advantageous to the District;
4. The District reserves the right to request, receive, and evaluate additional information or clarifications from any Respondent, at any time during the evaluation process, to ensure compliance with the RFP requirements and to facilitate a fair and comprehensive evaluation;
5. The submission of a Response shall in no manner be construed as obligating the District to enter into a contract with any Respondent; and
6. All Responses shall become the property of the District and, upon receipt, shall be considered public records subject to disclosure under the California Public Records Act (Gov. Code §6250 et seq.), unless a statutory exemption applies. Respondents must clearly identify any portion of their Response that contains trade secrets, proprietary information, or other materials exempt

from disclosure under applicable law. The District does not guarantee confidentiality of any information submitted and shall not be responsible for any disclosure required by law.

## **5. Scope of Work**

### **5.1. Scope of Work**

Bidder shall supply the District with Electrical Supplies on an “as-needed” basis for the entire Contract term in accordance with the District terms, conditions and specifications contained in this Scope of Work.

### **5.2. Minimum Contract Requirements**

Bidder shall:

1. Ensure that each order be accompanied by a packing slip which shall contain the following information:
  - A. **Order Request:**
    - I. Name of Agency/Department – including District representative who ordered the supplies and the time the order was placed.
    - II. Purchase Order Number or labeled as "PCARD".
    - III. Date order was received.
    - IV. Quote shall include a detail listing of materials to include item name, item or part number, quantity ordered, quantity shipped, unit list cost and District contract cost.
  - B. **Order Receipt:**
    - I. Name (printed) and signature of person receiving the material.
    - II. Have all deliveries signed for by a District employee. NO EXCEPTIONS.
    - III. Date of receipt.
2. Make corrections to all packing slips discrepancies, errors, omissions between the time of delivery and within 24 hours.
  - A. Include correcting discrepancies with packing slips.
3. Have the ability to provide specialized technical advice and data relative to Electrical Supplies upon request.
  - A. Provide specification support in determining what product the District requires based on the repair/maintenance work or task order.
4. Have the ability to provide E-Commerce capabilities.
  - A. Provide virtual warehouse/online ordering capabilities to order electrical products.

- B. Provide technical support when utilizing the warehouse/online ordering capabilities.
  - C. Have the ability to provide reporting on items ordered, order details, date of order and time stamp, qty, person ordering, person receiving the materials date received and time stamp.
  - D. In the event the awarded Bidder is unable to provide an E-Commerce solution, the Bidder shall assign a minimum of two (2) dedicated account representatives to manage and support the District's account. These representatives shall not be general customer service personnel, but specifically designated individuals responsible for addressing all account-related needs. The contact information for the assigned account representatives shall be provided at the time of contract execution and must be kept current throughout the contract term. The Bidder shall ensure that assigned representatives respond to all inquiries or service requests within two (2) hours of initial contact.
- 5. Ensure all items purchased through this Contract be new unused and latest model of recent manufacture. Any exceptions must be pre-approved by the District before processing order.
  - 6. Replace any defective product. The Bidder is responsible for any costs in association with a defective product being replaced or returned.
  - 7. Price Adjustment - At any point during the term of the contract, the awarded Bidder may offer pricing lower than the rates specified in their original pricing proposal. However, under no circumstances shall the cost exceed the percentage discount or unit price established in the Bidder's submitted pricing proposal. This ceiling shall remain in effect for the duration of the contract, unless modified by mutual written agreement executed by both parties.
  - 8. Notify District when items will become obsolete and provide support to match replacement part specifications, order information and make part stock available to District before the part becomes obsolete. Vendor needs to avoid selling items to the District that quickly become obsolete.
  - 9. Return unopened or unused items within ten (10) business days of receipt for full credit and no re-stocking/cancellation fees.
  - 10. Provide the District with Electronic and/or Paper catalog at the request of the Deputy Purchasing Agent or designee.
  - 11. Maintain a reasonable inventory within the San Joaquin County area or any other applicable County to service this Contract.
  - 12. Notify District of any delays on requested items at the time the order is placed. Delays are any deliveries or parts pick-ups that cannot be completed the same day the order is placed. District will not pay an expediting fee for catalog parts that need to be expediated due to not being in stock when the order is placed.
  - 13. Provide Electrical Supplies in a time frame, as agreed upon between the Bidder and the District .

14. Ensure the purchase contains a standard one (1) year manufacture warranty for Contract purchases following receipt of materials or equipment by the District .
15. Have any transportation charges and delivery charges for items delivered under the Contract fully prepaid, F.O.B. Destination.
  - A. Special rush orders shall be allowed, and any freight is to be prepaid and added to invoice(s). A copy of prepaid freight must accompany invoice(s).
  - B. All deliveries/shipments must be received Monday through Friday; between 7:00 A.M and 2:00 P.M; excluding District holidays.
  - C. Delivery is required to various locations throughout the District and various job sites as needed, and upon request.
16. Bidder shall be able to package and ship items within one (1) business day of the order being placed unless advised of backorder or delay during order placement.
  - A. Provide new products meeting the District 's quality standards.
  - B. Guarantee without limitation, all parts against defects in accordance with Bidder's warranty replacement policies or the Manufacturer's standard warranty, whichever is longer.
  - C. Notify District of any delays on requested items at the time the order is placed.
  - D. Allow authorized District employees to pick up parts on an as-needed basis with District ID if applicable.
17. District shall have the right to purchase part(s) from another source when part(s) are not immediately available at the time the order is placed.
18. Bidder shall provide a link to supply catalog or list to the District. If pricing or supplies are updated the new link or catalog should be provided within 72 hours from update.
19. Bidder will be required to provide reports as requested by any District representative within seven (7) business days of request.
20. Bidder shall register as a supplier with the District at [Become a Supplier](#).

### **5.3. Freight/Delivery (F.O.B. Destination)**

Bidder assumes full responsibility for all transportation, scheduling, packaging, handling, insurance, and other services associated with the delivery of all products deemed necessary under this Contract. All transportation and delivery charges shall be incorporated into the unit price of the bid items and prepaid by Bidder. District will not pay for separate transportation/delivery charges.

District reserves the right to request special shipment/freight priorities as needed. Only a District designee is authorized to request special shipment/freight. Bidder will provide District with a quote for the special shipment/freight and District will pay the quoted price of the special shipment/freight.



#### **5.4. Delivery Location**

San Joaquin Delta College Main Campus

5151 Pacific Ave.

Stockton CA, 95207

#### **6. Pricing Proposal**

##### **ELECTRICAL SUPPLIES - CATALOG**

| Line Item | Description                                              | Unit of Measure | Percentage |
|-----------|----------------------------------------------------------|-----------------|------------|
| 1         | Discount off Contractor's Catalog, Web price and/or MSRP | Percent         |            |

#### **7. Provisions, Certifications and Affidavits**

##### **7.1. RESERVATION OF RIGHTS**

The District may reject any or all proposals and may waive any immaterial deviation in a Proposal. The District's waiver of an immaterial defect shall in no way modify the RFB documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract. Proposals that include terms and conditions other than the District's terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or the District determines alternative solutions are in its best interest, the District may cancel this solicitation and pursue alternative sourcing options. The District may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this project.

The District reserves the right to reject any submittal made pursuant to this RFB or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the District reserves the right to request additional performance guarantees if, in the sole opinion of the District, financial stability or capability cannot be established.

##### **7.2. PROPERTY OF THE DISTRICT**

Proposals become the property of the District and information contained therein shall become public documents subject to disclosure laws. The District reserves the right to make use of any information or ideas contained in the Proposal. If the Proposer fails to notify the District of a known error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time due to error.

### **7.3. AWARD OF CONTRACT**

The District reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFB documents and any addenda.

### **7.4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (applicable to all agreements funded in part or whole with federal funds).**

1. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
2. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Bidder's present responsibility;
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
  - D. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - E. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - F. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

#### **7.5. PIGGYBACK PROVISION**

It is the intent of the District that, pursuant to Public Contract Code Sections 20118 and 20652, other public agencies (city, special district, public authority, public agency, school district or other political subdivision of the State of California), may utilize the provisions of this Bid pursuant to the specifications set forth herein. District waives its right to require such other entities to draw their warrants in the favor of the District and authorizes each agency to make payment directly to the successful Bidder. District shall incur no financial responsibility in connection with a purchase order from another public entity. Bidder's agreement or failure to agree to the "piggyback" provision **will not** be a factor in the award. This piggyback will remain available for the duration of the Bid award.

#### **7.6. WORKERS' COMPENSATION INSURANCE STATEMENT**

I am aware that California Labor Code §3700(a) and (b) 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 either as an individual employer, or one employer in a group of employers, 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 or her employees."

I am aware that the provisions of California Labor Code §3700 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 this Agreement.

#### **7.7. NON-COLLUSION DECLARATION. (PUBLIC CONTRACT CODE SECTION 7106)**

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

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

## **7.8. DRUG-FREE WORKPLACE CERTIFICATION**

I am aware of the provisions and requirements of California Government Code §8350, et seq, the Drug-Free Workplace Act of 1990. I am authorized to certify, and do certify, on behalf of Bidder that a drug-free workplace will be provided by Bidder by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Bidder's workplace and specifying actions which will be taken against employees for violation of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - I. The dangers of drug abuse in the workplace;
  - II. Bidder's policy of maintaining a drug-free workplace;
  - III. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - IV. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Bidder in connection with the Work of the Agreement, the employee agrees to abide by the terms of the statement.

Bidder and I agree to fulfill and discharge all of Bidder's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace; (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Agreement be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Bidder understands that if the District determines that Bidder has either:

(a) made a false certification herein, or

(b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Agreement awarded herein is subject to termination, suspension of payments, or both. Bidder and I further understand that, should Bidder violate the terms of the Drug-Free Workplace Act of 1990, Bidder may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Bidder and I acknowledge that Bidder and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Bidder and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

#### **7.9. CERTIFICATION REGARDING LOBBYING – FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

This Certification is required for Bids of \$100,000 or more pursuant to 31 U.S.C. 1352. The undersigned certifies, to the best of his/her knowledge and belief, that:

- No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Agreement.
- If any funds other than Federal appropriated funds have been paid, or will be paid, to any person or officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with this instruction.
- The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrant and contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than Eleven Thousand Dollars (\$11,000) and not more than One Hundred Ten Thousand Dollars (\$110,000) for each such failure.

#### **7.10. NON-DISCRIMINATION CERTIFICATION**

Bidder, hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

#### **7.11. AMERICAN PRODUCTS**

Bidder hereby acknowledges that this RFB is subject to the federal regulations requiring the use of materials and equipment manufactured in the United States of America pursuant to the Buy American Act regulations (41 U.S.C.A. 8301 et seq.) Bidders shall ensure compliance with the Buy American Act by incorporating into its services all products and materials that comply with the requirements of the Buy

American Act. Bidder's total prices offered through its bid shall incorporate any additional cost to ensure materials compliant with the Buy American Act are provided through its bid and shall assist the District to implement procedures to ensure, and confirm, compliance with the Buy American Act

#### **7.12. CONFLICT OF INTEREST**

Bidders are advised that Bidder's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a District decision.

### **8. Vendor Questions**

#### **8.1. Bids will be valid for a period of 120 days after RFB closing date.\***

☐ Please confirm

\*Response required

#### **8.2. Have you registered as a supplier with the District?\***

☐ Please confirm

\*Response required

#### **8.3. Contact person in reference to this solicitation:\***

- Contact Full Name:
- Telephone No:
- E-mail Address:

\*Response required

#### **8.4. Authorized signer contact information for contract execution:\***

- Contact Full Name:
- Telephone No:
- E-mail Address:

\*Response required

#### **8.5. Upload access to supply order website or catalog.\***

\*Response required

#### **8.6. By submitting a response to this Request for Bid (RFB), the undersigned affirms that they are an authorized representative of the company identified in the proposal. Furthermore, the Bidder certifies that they have thoroughly reviewed and understood all requirements, terms, conditions, affidavits, and certifications contained within this RFB, and that the company agrees to comply with all stated provisions.\***

☐ Please confirm

\*Response required

- 8.7. Bidder acknowledges and agrees that this solicitation is issued on behalf of the San Joaquin Valley Community Cooperative, and that any resulting contract may be made available for use by other participating agencies. Bidder further agrees to extend the same terms, conditions, and pricing to those agencies, subject to their acceptance and compliance with the contract provisions.\***

☐ Please confirm

\*Response required

- 8.8. Please state any and all Additions, Deletions, and/or Exceptions that you are taking to any portion of this RFB or the Sample Agreement. If not addressed below, then District interprets such as that the Bidder will adhere to all terms and conditions listed herein. Bidder may attach additional sheets if necessary.\***

\*Response required

## **9. General Terms and Conditions**

### **9.1. Article 1 - Definitions**

**Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for a specified purpose.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by District, which changes the scope of Work, the Contract Price, or the Contract Time.

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to District in accordance with the requirements of the Contract Documents, and which has been rejected by District, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between District and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For

Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

**Contract Time** means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with District to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by District to provide architectural, engineering, or electrical engineering design services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Facilities Director.

**DIR** means the California Department of Industrial Relations.

**District** means the San Joaquin Delta Community College District, acting through its Board of Trustees, officers, employees, Facilities Director, and any other authorized representatives.

**Drawings** has the same meaning as Plans.

**DSA** means the Division of the State Architect.

**Excusable Delay** is defined as an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor’s control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article Suspension and Termination. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.(If Applicable)

**Extra Work** means new or unforeseen work added to the Project, as determined by the Facilities Director in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor’s bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.(If Applicable)

**Facilities Director** means the Facilities Director for the San Joaquin Delta Community College District and his or her authorized delegees.(If Applicable)



**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the District's satisfaction, including all punch list items and any required commissioning or training, and has provided the District with all required submittals, including the instructions and manuals, product warranties, and as-built drawings. (If Applicable)

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Government Code Claim** means a claim submitted pursuant to California Government Code § 900 et seq.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by District to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws and includes DSA-certified inspectors. (If Applicable)

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work.

**Non-Excusable Delay (If Applicable)** is defined as a delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;
- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;
- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

- (5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
- (6) performance or non-performance by Contractor's Subcontractors or suppliers;
- (7) the time required to respond to excessive RFIs;
- (8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
- (9) time required for repair of, re-testing, or re-inspection of defective Work;
- (10) enforcement of Laws by District, or outside agencies with jurisdiction over the Work; or
- (11) Contractor's failure to account for required inspections or approvals by outside agencies with jurisdiction over the Work;
- (12) District's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

**Plans** means the District-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the public works project referenced in the Contract.

**PLCWA** means the Project Labor and Community Workforce Agreement for the District.(If Applicable)

**Project Manager** means the individual designated by District to oversee and manage the Project on District's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Facilities Director.

**Recoverable Costs** is defined as Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by District. Recoverable Costs will not include home office overhead or lost profit. (If Applicable)

**Request for Information** or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to District in the manner and format specified by District.

**Section**, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to District acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of District, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

**Technical Specifications** has the same meaning as Specifications.

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day** or **Working Day**, whether or not capitalized, means a weekday when the District is open for business, and does not include holidays observed by the District.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

## **9.2. Article 2 - Terms and Conditions**

**ACCEPTANCE.** This document sets forth the general terms and conditions that apply to every Agreement issued by the San Joaquin Delta Community College District (“**District**”). The term “**Agreement**” means the document entitled “Agreement” that the District issued to the Vendor. The term “**Vendor**” means the seller or supplier of goods or services named in the Agreement and all individuals, officers, directors, employees, agents, contractors or subcontractors of the Vendor. Performance under this Agreement by Vendor constitutes acceptance of the Agreement by Vendor. A Agreement, along with the terms and conditions stated herein, constitute a legally binding contract between the District and Vendor. Any additional or conflicting terms and conditions proposed by Vendor are rejected and deemed a material alteration of this Agreement. However, if the goods or services named in the Agreement are also governed by a separate written agreement signed by the District and Vendor, the terms of that agreement will govern over any inconsistent or conflicting provision in this Agreement Terms and Conditions.

**ADVERTISING.** Vendor will not use the name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.

**ASSIGNMENT.** Any subletting or assignment of the Agreement, by operation of law or otherwise, without the prior written consent of the District, will be void.

**AUDIT.** District has the right to review, audit, and to copy any of Vendor’s or Vendor’s subcontractors’ records and supporting documentation pertaining to the performance of this Agreement. Vendor will maintain such records for a minimum of four years after final payment, unless a longer period of records

retention is specified by the District. Vendor will allow the District access to these records during normal business hours and will allow interviews of any employees who might reasonably have information related to such records. Vendor must include the District's right to audit records and interview staff in all subcontracts.

**CHANGES.** District may direct changes to this Agreement in writing, including additions or deletions to the quantities ordered, or in the specifications or drawings. If any such change causes an increase or decrease in the cost of, or time required for, Vendor's performance hereunder, an equitable adjustment will be made in the price or schedule. If Vendor believes it is entitled to any such equitable adjustment as a result of any change directed by the District, Vendor must submit a written request for such adjustment to District no later than ten days from the date of Vendor's receipt of any such changes directed by District. Equitable adjustments for any claims or changes under this Agreement will be made by written change order or amendment to this Agreement. Nothing contained herein will excuse Vendor from proceeding with the change prior to negotiation of the terms of any requested adjustment. Changes to this Agreement will not be binding on the District, except when confirmed in writing by the authorized District representative.

**CONFLICT OF INTEREST.** No officer, employee, or any other agent of the District is allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District in violation of applicable Laws, as that term is defined below. Additionally, no officer, employee, or any other agent of the District is allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right to require an affidavit from the Vendor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any Vendor if any such conflict is discovered, and subsequently procure the goods or services from another vendor.

**DISPUTES.** Vendor must continue its duties and obligations under this Agreement without delay during any dispute. If any dispute or controversy arises between the parties in connection with this Agreement or its subject matter, the parties may participate in good faith in mediation and agree to equally share all mediator fees. If the parties are unable to resolve the dispute or controversy through mediation, the Parties will submit the pending dispute or controversy to final and binding arbitration to be held in San Joaquin County, California. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Agreement, the arbitrator's award must be supported by law and substantial evidence. By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available, if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and a right to invoke formal rules of procedure and evidence. The prevailing party will be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this paragraph will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

**ELECTRONIC AND INFORMATION TECHNOLOGIES ACCESSIBILITY.** Vendor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of § 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. Vendor will promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints under California Government Code § 11135. Vendor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California Community College using the Vendor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements will constitute a breach and be grounds for termination of the Agreement. Vendor and any of its subcontractors will provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US § 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

**FORCE MAJEURE.** Vendor will not be liable for delays in performing its obligations under this Agreement to the extent the delay is caused by an unforeseeable condition which is beyond Vendor's reasonable control and without Vendor's fault or negligence. Natural disasters, such as earthquakes or floods, as well as government actions, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Vendor's reasonable control, provided that Vendor provides the District with satisfactory evidence of the cause and extent of the delay.

**GOODS FURNISHED BY DISTRICT.** Vendor assumes all liability for any goods furnished by the District to the Vendor in connection with this Agreement. Vendor must pay for damage or loss of goods in Vendor's custody. By furnishing goods to Vendor, the District's title to such goods does not vest in Vendor.

**GOVERNING LAW.** This Agreement will be governed under and construed pursuant to California law, and venue for any legal action arising from or relating to this Agreement will be in the San Joaquin County Superior Court, and no other place. By accepting this Agreement, Vendor agrees to waive any right to transfer an action to a venue outside San Joaquin County pursuant to Code of Civil Procedure § 394.

**HEALTH & SAFETY.** All goods must comply with all Laws, as defined below, regarding health and safety, including, but not limited to, OSHA. All shipments of hazardous and toxic material must include Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Rule 29 CFR § 1919.1200 and 8 CCR § 5194.

**INDEMNITY.** To the fullest extent permitted by law and subject to any applicable limitations in Civil Code §§ 2782 and 2782.8, Vendor will hold harmless, defend, and indemnify District, its Board of Trustees, officers, agents, employees, volunteers, and subcontractors, from and against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, caused in whole or in part by any act or omission of the Vendor, any of its agents, employees, volunteers, and subcontractors, anyone directly or indirectly

employed by any of them or anyone whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of the District. Vendor assumes full responsibility for the acts or omissions of its employees, subcontractors, or agents as they relate to the services to be provided under the Agreement.

**INDEPENDENT CONTRACTOR.** In the performance of a Agreement, Vendor is an independent contractor, and not an officer, employee, or agent of the District. By accepting this Agreement, Vendor agrees that it is free from the control and direction of the District in the performance of the services under this Agreement; it performs work that is outside the usual course of the District's business; and it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the performance of this Agreement. Vendor will perform the services and obligations under the Agreement according to the Vendor's own means and methods of work which shall be in the exclusive charge and under the control of Vendor, and which will not be subject to control or supervision by the District except as to the results of the work. All persons employed by Vendor in connection with this Agreement will be Vendor's employees and not employees of District in any respect. Neither Vendor, nor its employees, are entitled to participate in any health, retirement, or similar employee benefits from the District. Vendor is not authorized to make any representation, contract or commitment on behalf of the District.

**INSPECTION AND ACCEPTANCE.** Inspection and acceptance will be at the receiving destination, unless otherwise provided by the District. Regardless of the Free On Board ("F.O.B.") designation, the Vendor will bear all risk of loss, injury, delay or destruction of goods ordered herein which occur prior to delivery and such loss, injury, delay or destruction will not release the Vendor from an obligation hereunder.

**INSURANCE REQUIREMENTS.** The Vendor and its officers, employees, agents, and subcontractors will, at their expense, maintain and comply with Insurance Requirements listed on the District's website at: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/purchasing-resources>.

**INTELLECTUAL PROPERTY.** Any work product generated under the Agreement is work made for hire ("Work Product") and District will exclusively own, in perpetuity and worldwide, all rights to and flowing from the Work Product. Vendor assigns to District any present or future rights in the Work Product, and District will have all right, title, and interest in the matters, including the right to secure and maintain the copyright, trademark, or patent of the matters in the name of the District. Vendor consents to the use of Vendor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

**INVOICES AND PAYMENT.** Unless otherwise specified, Vendor will render invoices for goods or services provided to the District's Accounts Payable department at [accountspayable@deltacollege.edu](mailto:accountspayable@deltacollege.edu). All invoices must indicate the assigned Agreement number. Invoices must also conform to the line items and unit prices stated in the Agreement. Unless otherwise noted, the District will make payments of undisputed invoices after Vendor has completed its obligations under the Agreement and the authorized District representative grants payment approval. The District will not be responsible for late payment charges. The District requires a one-time submittal of an IRS Form W-9 for taxpayer identification. Any monies due the District from Vendor can be set off from any monies due Vendor from the District whether or not under the Agreement.

**LAWS.** Vendor must comply with all applicable federal, state, and local laws, regulations, and rules, including District regulations (collectively, “**Laws**”), such conformity includes compliance with federal sanctions, and Vendor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities in providing the goods or services required by the Agreement.

**LICENSES AND PERMITS.** Vendor and all of its employees or agents will secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of goods and services listed in the Agreement.

**LIMITATION OF PAYMENTS.** The District will not be liable for goods or services furnished without an authorized Agreement. Prices and amounts shown in the Agreement are the maximum amounts authorized under the Agreement, unless amended by the District as set forth in CHANGES, above.

**NON-DISCRIMINATION.** It is the policy of the District that in connection with this Agreement, there be no discrimination against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by Laws, and therefore Vendor and Vendor’s subcontractors agree to comply with all applicable anti-discrimination Laws.

**PAYMENT DISCOUNTS.** In connection with any discount offered, the payment discount period will begin on the date of delivery and acceptance at destination. The District will be entitled to the maximum educational discount or any other discount offered.

**PREVAILING WAGE.** If the Agreement requires services that are subject to prevailing wage requirements pursuant to California Labor Code § 1720 et seq., Vendor must comply with the requirements set forth in this paragraph. Vendor and Vendor’s subcontractors must pay no less than the latest prevailing wage rates to all workers. These prevailing wage rates are on file with the District and are available online at <http://www.dir.ca.gov/DLSR>. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Additionally, the District may not enter into a contract with a Vendor, without proof that the Vendor is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions. The work will be subject to compliance monitoring and enforcement by the DIR, pursuant to Labor Code § 1771.4.

**PROTEST PROCEDURES.** Any protest challenging the District’s intended selection or the selection process must be submitted no later than 5:00 p.m., on the third business day following the date of the Notice of Selection. The protest must be submitted in writing via email to the Procurement department, at [Procurement@deltacollege.edu](mailto:Procurement@deltacollege.edu), and must clearly specify the basis for the protest. The protest will be reviewed by the District’s Representative in consultation with District’s legal counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the District reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Every provision of law required to be inserted in this Agreement is deemed to be inserted, and the Agreement will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required

provision was not inserted, or not correctly inserted, the Agreement will be deemed amended accordingly.

**SEVERABILITY.** If any provision of this Agreement, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

**SHIPPING.** Unless otherwise specified in the Agreement, Vendor will be responsible for delivery and will pay all related shipping charges, including prepaid freight charges. All goods are to be shipped prepaid, F.O.B. destination. Time and manner of delivery are material factors in proper performance under the Agreement. If the District has given specific written authorization to ship goods F.O.B. shipping point, the Vendor will prepay all shipping charges, route goods the least expensive way (unless authorized by the District to use other means) and bill the District for the actual shipping, handling, and/or delivery charges paid. Claims or invoices for shipping, handling, and/or delivery charges that are not properly supported by either the original or a copy of the prepaid bill of lading will not be paid. The Agreement number must be clearly referenced on each parcel and packing slip. Failure to include the Agreement number will cause a delay in inspection and acceptance of the order, resulting in a delay of payment. All items must be prepared and packed for shipment in a manner that will prevent damage in transit. The District reserves the right to reject any shipment, which appears to have suffered damage in transit.

**TERMINATION FOR CAUSE.** District may terminate this Agreement, in whole or in part, based on Vendor's material default under the terms of this Order, including (1) failure to make delivery or perform within the time specified herein or any extension thereof; or (2) delivery of nonconforming goods; or (3) failure to perform in accordance with the provisions of this Agreement or any written agreement executed in relation to this Agreement, or for any other material default by Vendor. In the event of any such default, District will provide Vendor with ten calendar days written notice of its intent to terminate for cause. Vendor will be entitled to payment for all goods or services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of costs the District incurred, if any, because of Vendor's breach of the Agreement. The rights and remedies of District provided in this clause are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

**TERMINATION FOR CONVENIENCE.** District may terminate this Agreement, in whole or in part, at any time, by providing ten calendar days written notice to Vendor. If District elects to terminate the Agreement for convenience, it will pay Vendor for goods or services satisfactorily provided up to that date.

**VARIATION IN QUANTITY OR QUALITY.** The District will not accept variations in the quantity or quality of any item or service required by a Agreement. All goods and services must be as specified in the Agreement. No substitution or variance from the specifications will be allowed. Goods, which are not provided in accordance and conformity with the specifications or guidelines, will be rejected and promptly removed from the District's premise at the Vendor's expense.

**WAIVERS.** District's waiver of any breach of any term, covenant, or condition in this Agreement will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach. No waiver is effective unless in writing signed by the party waiving the obligation or breach.



**WARRANTY.** Vendor warrants that all goods furnished and/or services performed under a Agreement will be provided in accordance with District specifications, free from defects, for a period of one year following final payment under the Agreement. Vendor guarantees that all goods provided under a Agreement are new and free from faulty design or workmanship. If upon inspection of the goods or services performed, any item or work is found defective or of inferior quality, Vendor will be responsible, at its sole expense, for replacing or correcting the defective or inferior quality item or work. Payment for any item or work prior to inspection will not be construed to be an acceptance of unsatisfactory or defective items or work. Vendor will reimburse the District for any amount paid to Vendor, including shipping charges, if any, incurred by the District for defective or inferior quality items or work.