



Palomar Community College District
Purchasing Services, Bldg. / Rm. A-126
1140 W. Mission Rd.
San Marcos, CA 92069-1487
Phone: (760) 744-1150
FAX: (760) 471-7061

BID DOCUMENTS
for
BID # B22-02: Digital Parking Permit Software
BID Opening Date & Time: October 14, 2021 at 11:00 AM

To: Prospective Bidders

*** ATTENTION: Please review this document as soon as you receive it. ***
** The deadline for Bidder questions is on September 30, 2021, by 4:00 PM **

Please immediately review our "Bid Process Timeline", Item # 1 in the Information for Bidders - Specific section, Page 4 of this document.

Any requests for interpretation or corrections must be made in accordance with the Information for Bidders – General section, "Item 8. Interpretation of Documents" and according to the "Bid Process Timeline."

If you wish to bid, your completed bid must be returned in a sealed envelope no later than the **Bid Opening Date and Time** as stated in the Notice to Bidders.

- **SUBMIT ONLY ONE (1) ORIGINAL BID SUBMITTAL PACKAGE.** Please do not submit additional copies. Please submit only the required forms and/or documents.
- **DO NOT TAKE EXCEPTION TO THE BID DOCUMENT SPECIFICATIONS, TERMS AND CONDITIONS.** The District reserves the right to reject, and most likely will be required to reject, any bid which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Bids document.

If you have any questions regarding the bid requirements or timeline, please contact the Amber Cross at (760) 744-1150 Extension 2790.

Sincerely,

Amber Cross
Senior Buyer, Purchasing Services

TABLE OF CONTENTS

BID DOCUMENTS COVER SHEET / LETTER ----- 1

TABLE OF CONTENTS-----2

NOTICE TO BIDDERS -----3

INFORMATION FOR BIDDERS -----4

 INFORMATION FOR BIDDERS - Specific -----4

 INFORMATION FOR BIDDERS - General -----9

AGREEMENT (to be executed only with awarded vendor) ----- 13

NON-DISCLOSURE AGREEMENT (to be executed only with awarded vendor)----- 14

SPECIFICATIONS ----- 15

 SPECIFICATIONS - Material and/or Service----- 15

 SPECIFICATIONS - General Contract Terms & Conditions ----- 17

 SPECIFICATIONS – San Marcos Campus Map ----- 22

FORMS TO BE INCLUDED IN BIDDER’S BID SUBMITTAL:

BID FORM-----23

REFERENCES-----24

DESIGNATION OF SUBCONTRACTORS-----25

NON-COLLUSIVE BIDDING DECLARATION-----26

CONTRACTOR’S CERTIFICATION REGARDING WORKERS’ COMPENSATION -----27

BID SHEETS -----28

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Palomar Community College District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the "District", will receive up to, but not later than 11:00 AM on the 14th day of October, 2021, sealed bids for the award of a contract for:

BID NO. B22-02: Digital Parking Permit Software

Such bids shall be received in the office of Purchasing Services, Palomar Community College District, 1140 West Mission Road, Room A-126, San Marcos, California 92069-1487, at the above stated time and place; and such bids shall be opened and publicly read aloud promptly thereafter either in Room A-131 or in a larger room nearby.

Any bid received after the stated date and time will not be considered. Bids submitted and participation by interested bidders in the process shall be at no cost or obligation to the District.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, the Plans, if any, and all other documents comprising the pertinent contract documents. Copies of the Contract Documents are now on file and may be obtained at the following District bid website:

<http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/>

The District reserves the right to reject any or all bids, to accept or to reject any one or more items on a bid, or to waive any irregularities or informalities in the bids or in the bidding process.

The District may award a contract according to the State of California Education Code Section # 81645: *The governing board of any community college district may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids, for the acquisition, procurement, or maintenance of electronic data-processing systems and equipment, electronic telecommunications equipment, supporting software, and related materials, goods, and services, in accordance with procedures and criteria established by the governing board.*

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

**BY THE ORDER OF THE GOVERNING BOARD OF THE
PALOMAR COMMUNITY COLLEGE DISTRICT**

Norma Miyamoto, Secretary
Palomar Community College District
San Diego County, California

Publication: Union Tribune
Publication Dates: September 9, 2021, and September 16, 2021

INFORMATION FOR BIDDERS – Specific

The following information is specific to this Bid / Contract. Information stated in this “Information for Bidders – Specific” section supersedes any conflicting information which may be contained in the following “Information for Bidders – General” section.

1. **BID PROCESS TIMELINE:** The following is the timeline for bid submittals and the bid evaluation and selection process:

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
September 9, 2021 Ad # 1: September 9, 2021 Ad # 2: September 16, 2021	District notifies prospective bidders of bid. District also places bid document on following District bid website: http://www2.palomar.edu/pages/businessservices/bids-rfps/rfps/
Thursday, September 30, 2021	Deadline for Vendors to e-mail to the District their requests for interpretation of bid documents as follows: E-Mail: Amber Cross: across@palomar.edu Phone: Amber Cross: (760) 744-1150, Ext. 2790
Thursday, October 7, 2021	Deadline for District to issue Addenda and to place Addenda on the District bid website. NOTE: Bidders are ultimately responsible for checking the District’s bid website promptly after this deadline to ensure that they are aware of any and all addenda to this bid. If the District needed to extend this addenda deadline, the District would first issue / post an addendum to officially extend the addenda deadline. Bidders may contact the District’s Senior Buyer or Purchasing Supervisor to verify the status of Addenda.

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
Thursday, October 14, 2021, 11:00AM	<p>BID OPENING DATE AND TIME (BID SUBMITTAL DEADLINE). <u>Sealed Bids</u> must be received no later than this date and time at the following address:</p> <p>Palomar College Attn: Purchasing Services, Bid # B22-02 1140 W. Mission Rd. Room A-126 San Marcos, CA 92069-1487</p> <p><i>Note: Such bids shall be opened and publicly read aloud promptly thereafter either in Room A-131 or in a larger room nearby.</i></p> <p>(See following Item # 13 "MAILING / DELIVERING THE BID" for envelope labeling instructions, Campus Map and Campus Parking Instructions.)</p>
Tuesday, November 2, 2021	<p>Tentative Date: District's Governing Board, at their official Governing Board Meeting, awards contract(s) to the selected vendor(s).</p>
Wednesday, November 3, 2021	<p>Tentative Date: Agreement(s) signed by District and awarded vendor(s); insurance certificates, Tax ID information, and any required bonds have been received by the District; District issues purchase order(s) to selected vendor(s).</p>

2. **MANDATORY (or NON-MANDATORY) PRE-BID CONFERENCE:** *None*

3. **PERIOD OF CONTRACT / TYPE OF CONTRACT:** This bid is for a One-Time Purchase of Goods and/or Services with ongoing annual maintenance options.

Refer to the "Specifications – Material and/or Service" section for further information.

4. **COMPOSITION OF THE BID DOCUMENTS:** The bid is comprised of the documents listed in the Table of Contents on Page 2, as well as any separate plans and/or samples as further described in Item # 5 below. All parts will become a binding part of an award to the successful bidder. The Agreement will require completion by the awarded bidder upon notice of award.

Note: The District provides the bid documents as PDF file(s) which are accessible from the District's Bid Website.

The District will not provide Bidders with a separate Word or Excel file of the bid documents or the Bid Sheets.

5. **DISTRICT SEPARATE PLANS AND / OR SAMPLE(S) ENCLOSED:** *None*

6. **DOCUMENTS TO BE INCLUDED IN THE BIDDER'S BID SUBMITTAL PACKAGE:** A Bidder's bid submittal must include the following items, completely filled out and signed by authorized signatory personnel of the Bidder's company, in order to be considered a responsive bid:

A. The following District forms, supplied in these bid documents, **MUST** be completely filled out and signed by authorized signatory personnel of the Bidder's company and are to be included in the Bidder's Bid Submittal package

- Bid Form
- References (*equivalent document is acceptable*)
- Designation of Subcontractors
- Non-Collusive Bidding Declaration
- Contractor's Certification Regarding Workers' Compensation
- Bid Sheets

Do not re-format these forms.

- **SUBMIT ONLY ONE (1) ORIGINAL BID SUBMITTAL PACKAGE.** Please do not submit additional copies. Please submit only the required forms and/or documents. Any remaining and non-required pages of the bid document which the Bidder returns to the District in its bid submittal will be discarded by the District.
- **DO NOT TAKE EXCEPTION TO THE BID DOCUMENT SPECIFICATIONS, TERMS AND CONDITIONS.** The District reserves the right to reject, and most likely will be required to reject, any bid which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Bids document.

The Purchasing Office will be opening all bids in the presence of any and all vendors who choose to attend the bid opening. As each bid is opened, Purchasing will read the Bidder/Company name and will comment whether or not the above listed forms and documents appear to have been properly submitted (completely filled out and signed). Purchasing will also announce the Bidder's stated Grand Total Bid Evaluation Cost. **Note: All documents are subject to further review, validation and bid evaluation cost correction by the Purchasing office as well as by the separate Evaluation Team, if any.**

7. **BIDDER'S SAMPLES TO BE SUBMITTED AT TIME OF BID:** None

8. **BID BOND REQUIREMENT:** None

9. **PAYMENT AND/OR PERFORMANCE BONDS TO BE REQUIRED OF AWARDED VENDOR(S):**
None

10. **REFERENCES:** Bidders are required to complete the "References" sheet as part of their bid submittal, or check the box on that sheet to indicate that they are attaching an "equivalent" document. Bidder must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this Request for Bid.

11. **SUBCONTRACTOR'S LIST:** Bidders are required to complete the "Designation of Subcontractors" Form as part of their bid submittal.

12. **CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of Labor Code, Contractor shall secure the payment on compensation to his employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents. Each bidder shall sign the certificate and submit it with his/her sealed bid.
13. **MAILING / DELIVERING THE BID:** The Bidder is ultimately responsible for the timely submittal of the Bidder's sealed Bid Package. Whether the package is hand-delivered or sent via U.S. Postal Service, U.P.S., FedEx, etc., all packages must be clearly addressed to the location shown in Item # 1 above. **To ensure that the bid package remains sealed until the bid opening date and time, clearly indicate the Bid # on the outside of the package, or at a minimum, on the sealed envelope that may be placed inside of the mailing package or carton.**

If hand-delivering the bid package to the District, refer to the Campus Map enclosed in these Bid Documents.

Allow sufficient time to obtain a Parking Permit from the Campus Police located adjacent to the parking structure in Lot 12. You may park in the parking structure, in lot 12, or drive around to the main entrance and park in Lot 1 or 2. With that permit displayed, you may park in any available parking space (except those designated for handicapped).

Please deliver to the mailroom, located in the A building, across from the cashier's office.

14. **VENDOR'S OPTIONAL NOTIFICATION TO THE DISTRICT OF A "NO BID".** If the Vendor at any time wishes to inform the District that it will not be submitting a bid, he/she may do so by completing and e-mailing back to the District the "Notification to District of NO-BID" form included in these Bid Documents. This notification is entirely optional on the Vendor's part, and the Vendor is free to either disclose or not disclose the reason for the "No Bid".

Should the Vendor later decide to submit a bid, the Vendor is free to do so by submitting it no later than the Bid Opening Date and Time; however, the Vendor is still responsible for being aware of and accepting all addenda issued by the District for the bid. To obtain copies of any or all addenda for this Bid, the Vendor may go to the District's bid website as mentioned in Item # 1 in the "Information for Bidders - General" section following. A Vendor's submitted bid must be dated later than the Vendor's "no bid" notification in order to supersede the "no bid" notification.

15. **METHOD OF CONTRACT AWARD:** The Contract will be awarded to one of the three lowest responsive, responsible bidders based on the "Grand Total Bid Evaluation Cost" as reflected on the Bid Sheet(s) and subject to any mathematical calculation correction by the District.

METHOD OF CONTRACT AWARD: Since this bid is for telecommunications and/or computer equipment and services, the following California Law applies to the method of contract award:

STATE OF CALIFORNIA EDUCATION CODE SECTION # 81645:

81645. *The governing board of any community college district may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids, for the acquisition, procurement, or maintenance of electronic data-processing systems and equipment, electronic telecommunications equipment, supporting software, and related materials, goods, and services, in accordance with procedures and criteria established by the governing board.*

The District will proceed to evaluate all submitted bids/proposals as follows:

- **Step I:** The Business Services/Purchasing office will review each Bidder's Bid Proposal Package to ensure that all required forms and the Bidder's separate Bid Proposal Document have been submitted and are complete as required. Bidders whose Bid Sheets **indicate** that they meet these specifications and whose Bid Proposal Document **appears** complete shall be deemed "responsive" in this initial phase. Bid Proposals from bidders who are not deemed "responsive" shall be eliminated from further consideration by the District.
- **Step II:** The bid proposal packages of those THREE (3) lowest responsive bidders will then be submitted for review by the District's Bid Evaluation Team, comprised of representatives of the District's Information Services and Campus Police departments.

At this point, the overriding criteria for selecting the final one bidder for award of the contract shall be what the Team determines, in its sole best judgment, to be in the overall best interests of the District. The District does not require as part of this process that the Evaluation Team pre-establish or establish any kind of formal point system or hierarchical valuation method for the selection of the final vendor out of the three lowest bidders, since this judgment process is inevitably subjective in nature. NOTE: Should the Team determine at any time that a Bidder's proposed system does not meet the specifications required in these bid documents, the Team shall notify the Purchasing Office of their determination of non-responsiveness, and shall obtain from the Purchasing Office the bid proposal package of the previously determined 4th lowest responsive responsible bidder for their review.

The Team will evaluate the Bid Proposal packages for the following:

- More detailed review of Bidder's proposed system to determine if the system does, in fact, meet or exceed the specifications required in these bid documents.
- References / Client List. The Team will likely contact one or more clients for phone interviews and/or client site visitations for on-site demonstrations of the Bidder's prior installation of similar systems.
- Reasonableness and acceptability of Bidder's Installation Schedule.

INFORMATION FOR BIDDERS - General

1. **SECURING DOCUMENTS:** Plans, specifications and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of the Supervisor, Purchasing Services, Palomar Community College District, 1140 West Mission Road, Room A-129, San Marcos, California 92069-1487.

Prospective bidders also may obtain the pertinent bid documents, including any addenda, at the following District website (in the Purchasing Services section, towards the bottom of that website) :

<http://www.palomar.edu/businessservices/Bids.html>

Bidders who obtain their bid document copies from the District's website shall be responsible for checking that website immediately after the deadline date for the District to fax any addenda to vendors to ensure that they have obtained any and all addenda for the bid (see Information for Bidders – Specific section, Item #1).

2. **BIDS / PROPOSALS:** Bids to receive consideration shall be made in accordance with the following instructions:
 - a) Bids shall be made upon the form therefore obtained at the office of Purchasing Services, and properly executed. Bids shall be written in ink or typed. The signature of all persons signing shall be in longhand. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or other modifications will be considered.
 - b) Before submitting a bid, bidders shall carefully examine the specifications and the forms of the other documents. They shall fully inform themselves as to all existing conditions and limitations, shall include in the bid a sum to cover the cost of all items included in the contract, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c) Whenever in our specifications, any material, process, or article is indicated of specified grade, proprietary name, or by name of manufacturer, or by use of model number or brand, such description/specification shall be deemed to be used for the purpose of facilitating the description of the item desired and shall be deemed to be bid as described "or equal". Bidder may, unless otherwise stated, offer any such item which would be considered equal or substitute better in every respect to that so indicated or specified. The brand names, model numbers, etc. shown in the bid request are strictly for the purpose of establishing the type, standard of performance and quality required. The description must accompany bid proposals for evaluation which bidder deems as equivalent to specifications listed. The decision as to acceptability of "or equal" item rests solely with the District staff. Bidder shall submit complete illustrative and technical data on the item bid as equal. Failure to do so may nullify the bid. The item in all cases must be equal to or better in regards to quality or performance to the item specified in the bid request. Any concerns regarding these specifications must be called to the attention of the District prior to the opening date set forth herein.
 - d) All items on which bids are submitted shall be new and must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.

- e) The make or brand and grade of the item on which bid is submitted shall be stated on the bid form. When the make or brand and grade of the article is not stated, it will be understood to be the specific article referenced by the District.
 - f) No bid shall include California sales or use tax, or Federal excise tax.
 - g) All bids on items shall be F.O.B. school locations as specified.
 - h) No charge for packing, shipping, handling, postage, express, or for any other purposes will be allowed over and above the prices bid.
 - i) Bids shall be delivered to said Palomar Community College District or its representative, at its office on/or before the day and hour set for the opening of bids in the **NOTICE TO BIDDERS**. Bids shall be enclosed in a sealed envelope and bear the description of the bid call and the name of the bidder, to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - j) All items on which bids are submitted shall be available for testing, inspection or trial at no expense to the District within three working days upon request. The District shall conduct necessary testing within five (5) working days. In addition, the District shall bear no liability of said items.
 - k) When requested, bidder shall submit properly marked samples of each article on which bid is made to the Supervisor, Purchasing Services, Palomar Community College District, 1140 West Mission Road, Room A-129, San Marcos, California 92069-1487. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid and (3) item number. Bid and samples must not be sent in the same package.
 - l) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the bidder's expense.
 - m) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.
3. **PRICES:** All bid prices shall include separate quotations for each item or unit specified. Corrections may be inserted prior to the bid opening. Changes must be made in ink and initialed by the person signing the bid or by his authorized representative. In any case in which the total bid price does not equal the unit prices times the quantities indicated, unit prices shall govern.
4. **BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS:** If any bonds or guarantees are required by the District of the bidders or the successful bidders, those bonds or guarantees are so stated in the "Information for Bidders – Specific" and/or the "Specifications – Material and/or Service" sections of these bid documents.
5. **LISTING OF SUBCONTRACTORS:** If the District requires that the Bidder submit a listing of Subcontractors for this contract, it shall be indicated in the "Information for Bidders - Specific" section of these bid documents.
6. **NON-COLLUSIVE BIDDING DECLARATION:** The form of such declaration is included as part of the contract documents. Each bidder shall sign the declaration and submit it with his/her sealed bid.
7. **WORKERS' COMPENSATION:** All contractors are expected to comply with all applicable workers' compensation requirements. When services will be performed at District facilities and/or deliveries of materials are expected to be made by the Contractor itself to the District, the District will require from

the Contractor proof of Worker's Compensation coverage. If the District requires that the Bidder submit with its bid submittal a statement regarding compliance with Worker's Compensation for this contract, it shall be indicated in the "Information for Bidders - Specific" section of these bid documents.

8. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the Supervisor, Purchasing Services of the Palomar Community College District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request in sufficient time for the District's response thereto and delivery of such response to all Bidders prior to the scheduled closing for receipt of Bids. Any request of any Bidder, pursuant to the foregoing sentence that is made after the deadline date and time specified in the "Bid Process Timeline" (Item # 1 in the Information for Bidders – Specific section) shall be deemed untimely. Please fax or e-mail your requests to Purchasing Services as described in the "Bid Process Timeline". Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Supervisor, Purchasing Services, and a copy of such Addendum shall be posted on the District's Bid Website.
9. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the Palomar Community College District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the contract. The Bidder shall notate in the applicable spaces provided on the Bid Form any and all addenda numbers issued by the District for this Bid.

All prospective bidders are encouraged to check the District's bid website as stated in Item # 1 above for any addenda for this bid prior to sending and submitting its bid package to the District.
10. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
11. **WITHDRAWAL OF BIDS:** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
12. **OPENING OF BIDS:** Bids will be opened and publicly read aloud at the time and place scheduled in the **NOTICE TO BIDDERS**.
13. **DEMONSTRATIONS:** If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise requested by the District, bidders shall be required to provide the requested demonstrations at the District's facility. **ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT.** Bidders may be required to reimburse the District for travel to demonstrations not held at the District's Facility.
14. **EQUAL BIDS:** When bids are equal, any payment term discounts offered by the vendors on their submitted Bid Form or Bid Sheet(s) shall be taken into consideration first; the bid submitted by the vendor who has offered the best payment term discount shall be considered the lowest bid amongst those previously considered "equal" bids. After any offered payment term discounts have been taken into consideration, when bids still remain equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
15. **AWARD OR REJECTION OF BIDS:** The contract(s) will be awarded as explained in the bid documents section "Information for Bidders - Specific." The Governing Board of Palomar Community

College District, however, reserves the right to reject any/or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

16. **WITHDRAWAL OF BIDS AFTER OPENING:** No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
17. **AGREEMENT:** The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the contract.
18. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes on purchases any conditions or terms which were not specified in the original bid document.
19. **PRICES SHALL REMAIN FIRM FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE SPECIFIED.**

AGREEMENT

[To be executed between the District and the selected/awarded vendor(s)]
(This is a "sample" only; change to "vendor" if applicable; update Bid # and Bid Name/Subject below.)

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the PALOMAR COMMUNITY COLLEGE DISTRICT, San Diego County, California, hereinafter called the "District", and _____, hereinafter called the "Contractor".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

THE MATERIALS, SUPPLIES and/or SERVICES: The Contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of its delivery and acceptance by the District. It is understood by the Contractor that all items or service will be promptly delivered to Palomar Community College District as stipulated in the contract documents. The items and/or services awarded are as follows:

For Bid # B22-02 : Digital Parking Permit Software
(List of the items / services awarded is attached.)

NOTICE TO PROCEED: The Contractor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Contractor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

PAYMENTS: After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board's representative, the District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the contract documents.

IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

PALOMAR COMMUNITY COLLEGE DISTRICT
San Diego County, California

By: _____
Signature of Authorized Agent/Officer
Ambur Borth
VP, Finance and Admin. Services
Date: _____

Contractor
[SAMPLE ONLY – do not submit with Bid]
By: _____
Signature of Authorized Agent/Officer
Print Name: _____
Title: _____
Date: _____

Approved by Governing Board on: _____

NON-DISCLOSURE AGREEMENT

a) Confidential Information. "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under applicable law; including Palomar College's non-public institutional information, student, and employee data; Palomar College's PeopleSoft screens, documentation, forms, technical specifications, access procedures, system security information, software, methods, reports and lists. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by a binding Agreement among the parties, (ii) will not disclose any of the other party's Confidential Information to any third party, except as required by law or to its attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and with due care. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information. Contractor further acknowledges that knowingly or negligently sharing Palomar College Confidential Information constitutes an act of bad faith and breach of this Agreement.

b) FERPA Compliance. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). Contractor shall not use or disclose confidential information received from or on behalf of Palomar College (or its students) except as permitted or required by a binding Agreement among the parties, as required by law, or as otherwise authorized in writing by Palomar College. Contractor agrees not to use Confidential Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of a binding Agreement among the parties through which Confidential Information was disclosed in the course of such Agreement, Contractor shall return all of Palomar College's Confidential Information to Palomar College or, if return is not feasible, destroy any and all of Palomar College's Confidential Information in Contractor's possession. If Contractor destroys the information, it shall provide Palomar College with a certificate confirming the date of destruction of the data. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of Palomar College or its students. These measures will be extended by contract to all subcontractors used by Contractor. Contractor shall, within one day of discovery, report to Palomar College any use or disclosure of Palomar College's Confidential Information not authorized by a binding Agreement among the parties or in writing by Palomar College. Following this report, Contractor will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contractor will furnish a confidential written report to Palomar College indicating the results of the investigation, what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

[SAMPLE ONLY – do not submit with Bid]

 Authorized Palomar College Signature Date

 Contractor Signature Date

 Printed Name and Title

 Printed Name and Title

SPECIFICATIONS – Material and/or Service

The following information is specific to this Bid / Contract. Information stated in this “Specifications – Material and/or Service” section supersedes any conflicting information which may be contained in the “Specifications – General Contract Terms & Conditions” section.

1. **DELIVERY DEADLINE:** The product we are seeking is a digital parking permit software system that accommodates license plate readers and integrates with existing institutional software applications.

Purchase:	November 2021
Implementation and Training:	November-December 2021
Launch:	January 2022

2. **MATERIAL SPECIFICATIONS:** The product we are seeking is a digital parking permit software system that accommodates license plate readers and integrates with existing institutional software applications.

See Bid Sheets for more detailed specifications.

3. **SERVICE SPECIFICATIONS:** See Bid Sheets for service specifications.

4. **DELIVERY / PROCESS SPECIFICATIONS:**

Purchase:	November 2021
Implementation and Training:	November-December 2021
Launch:	January 2022

See Bid Sheets for implementation specifications.

5. **CONTRACTOR TO COORDINATE DELIVERY AND OR SERVICE WITH DISTRICT REPRESENTATIVE:**

Chief Christopher Moore
Police Department
Cmoore1@palomar.edu
(760) 744-1150, Ext. 3971

6. **ADDITIONAL SPECIFICATIONS ARE LISTED ON THE BID SHEETS:**

More detailed service specifications are listed in the Bid Sheets.

7. **PRICES / RATES:** The District will pay the Contractor for actual items/services provided to the District at the prices/rates that are listed on the Contractor’s (selected vendor’s) “Bid Sheets” that are/were submitted as part of Contractor’s Bid.

8. **CALIFORNIA ELECTRONIC WASTE RECYCLING FEE:** Some/All Bid Items are subject to the California Electronic Waste Recycling Fee. Bidders shall refer to the State’s website below for further information on these fees:

<http://www.boe.ca.gov/sptaxprog/ewaste.htm>

Where applicable, the Bidder shall be responsible for separately quoting the appropriate Electronic Waste Recycling Fee for the Bid Item in addition to the unit price for that Bid Item. The awarded bidder/vendor for the bid item shall be responsible for invoicing (as a separate line item) and collecting that applicable electronic waste recycling fee for the awarded bid item. Should the State of California update the electronic waste recycling fee amount between the time of the Bidder's bid submittal and the delivery of the awarded bid item, the Awarded Vendor shall be responsible for billing the District for the updated fee and the District shall be responsible for paying that updated fee for the awarded bid item.

9. **DISTRICT INSPECTOR:** For this Contract, the designated District Inspector shall be as follows:

Chief of Police, Christopher Moore, Palomar College Police Department

10. **INSURANCE REQUIREMENTS FOR THIS CONTRACT:** When the Contractor will be performing work or services at District facilities, the Contractor shall maintain adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District.

The Contractor shall be required to file the following proofs of such insurance with the District prior to receiving authorization to proceed on a contract:

- Certificate of Insurance, confirming the following minimum coverage:
 - \$1,000,000 combined single limit **general liability** coverage, and
 - \$1,000,000 **automobile liability** coverage,
- Endorsement to the General Liability policy naming Palomar Community College District as an additional insured.
- Proof of Workers' Compensation coverage (or proof that coverage is not required/applicable.)

Should any of the above described policies be canceled prior to their expiration dates, the issuing company shall mail 30 days written notice of cancellation to the District.

The Contractor shall maintain current insurance documents, for all of the above coverages, on file at the District during the term of any contract with the District.

11. **AUTHORIZATION / NOTICE TO PROCEED:** The Contractor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Contractor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

SPECIFICATIONS – General Contract Terms & Conditions

The following terms and conditions shall apply, as applicable to the subject materials and/or services for this Bid, to the awarded contract and any purchase order issued as a result of the awarded contract. The Contractor also may be referred to below as the Bidder, Vendor, or Supplier.

1. **PERMITS AND LICENSES:** Bidder and all of the Bidder's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.
2. **TAX I.D. INFORMATION:** When requested by the District, the awarded Contractor shall be required to promptly submit its current tax identification information to the District, using the District's own "Payee Data Record" form, which is in lieu of a W-9; this form provides the District with additional important information to ensure that the awarded Contractor is correctly set up as a vendor in the District's financial systems.
3. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the designated District Inspector for this Contract or such qualified officer or employee as the Governing Board of the District may substitute therefore. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District Inspector and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall immediately remedy such defect in a manner satisfactory to the District.
4. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District Inspector at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
5. **TERMINATION FOR BREACH:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, then said District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
6. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
7. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- By an acceptable lump sum proposed from the Contractor.
- By unit price agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

8. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the contract documents.
9. **HOLD HARMLESS CLAUSE:** The Contractor agrees to defend and hold harmless the Palomar Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that arise for any reason from or during or alleged to be caused by the Contractor's performance while engaged in the services under this contract.
10. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of the materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
11. **ATTORNEY'S FEES:** If suit is brought by either party to this contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.
12. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.
13. **INSURANCE REQUIRED BY THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the contract in the amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.
14. **SUBCONTRACTING:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to the District for acts and omissions of his subcontractor, and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by him. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

15. **ASSIGNMENT OF CONTRACT:** No assignment by the contractor of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
16. **CASH DISCOUNTS:** All cash discounts shall be taken and computed from the date of delivery or the date of the receipt of the invoices, whichever is later.
17. **TOLL CHARGES:** If it is necessary that the District place long distance telephone calls in connection with the contract (for complaints, adjustments, shortages, failure to deliver, etc.), the contractor shall accept charges for such calls on a reverse charge basis.
18. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. If and when authorization is granted to shipping goods F.O.B. shipping point, Supplier agrees to prepay all shipping charges, route by least expensive common carrier, and to bill the District as a separate item on the invoice for said charges less Federal Transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the District reserves the right to refuse any C.O.D. shipments. Delivery of material and specified documentation by the delivery date is essential to maintain the operating schedule of Palomar College facilities. Deliveries may be expedited by the District. Suppliers shall notify the Supervisor, Purchasing Services promptly of any conditions affecting the delivery date. The District may at its sole option accept or return deliveries which vary from the specified delivery date or quantities except for authorized partial shipments.
19. **TITLE AND RISK OF LOSS:** Title and risk of loss or damage to material shall pass from Supplier to the District at F.O.B. point set forth in the Purchase Order. Title shall be free and clear of any and all liens and encumbrances whatsoever. When delivery is F.O.B. Shipping Point or Origin and if material is received at destination in a damaged condition due to carrier responsibility, Supplier shall assist the District in establishing carrier liability by supplying evidence that the material was properly manufactured, packaged and secured to withstand normal transportation conditions. If a claim for such damage is denied by the carrier on the basis that damages were attributable to Suppliers, the Supplier shall repair or replace such damaged material at no cost to the District.
20. **PACKING:** All items listed on the Purchase Order shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece marked with a description and Purchase Order number. Items disassembled for shipment shall be match marked. Unpainted surfaces and openings shall be protected from impact and weather damage.
21. **PAYMENT:** All invoices shall be submitted to the District's Accounts Payable department. In the event the District is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a currently completed invoice, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Purchase Order, but the invoice does not reflect the existence of a cash discount, the District is entitled to a cash discount with the period commencing on the date it is determined by the Accounts Payable Technician that a cash discount applies.

All invoices not providing a discount shall be paid within thirty days after receipt of material at the required destination. For any portion of the material which does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the District's right to inspect and accept the material and its documentation, nor

shall the withholding of any payment or prorated portion thereof preclude the District from pursuing any other rights or remedies it may have under the Purchase Order.

Invoices shall separately identify sales or use taxes, and any authorized prepaid freight charges for Parcel Post, U.P.S. or any shipments designated "F.O.B. point of shipment, freight allowed." Sales and use taxes are not applicable to freight charges unless the Suppliers own their own transportation fleet.

Except for sales and use taxes, the Purchase Order price for the material is inclusive of all other fees, excises and charges which are now or hereafter imposed by federal, state, municipal, or other local public authority.

22. **ACCEPTANCE:** The District shall accept the material after sufficient tests (if required) and inspections have been made by the District within a reasonable time after receipt of the material to determine that the material meets all the requirements of the Purchase Order. If such inspections and tests show the material, or any part thereof, not to be as specified in the Purchase Order, the District may reject such material and Supplier shall be advised and shall promptly correct or replace such rejected material at Supplier's sole expense or at the District's option, shall issue credit for monies paid.

The District shall be permitted access to Supplier's facilities to inspect workmanship, observe tests and inspections, expedite manufacturing and obtain required information for the material.

23. **WARRANTY:** Supplier warrants articles supplied under this contract to conform to specifications herein, and the items and or material is fit for the purpose. The District and Supplier agree that this order does not exclude or in any way limit other warranties provided for in this order or by law.

Supplier shall also warrant the item and or material to be free from defects in workmanship, materials, and design. Supplier shall conform to the requirements of the Purchase Order. Supplier shall, at its sole expense and promptly after notification by the District during the warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.

24. **STATUTES AND CODES:** The material and or work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.

25. **TERMINATION:** If Supplier becomes insolvent or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to the Supplier, the District may, by notice in writing, terminate this order without liability to the Supplier except for items already accepted by the District. The District may terminate this order at any time by notice in writing to the Supplier. In such event, the District shall pay such termination charges as may be agreed upon. If agreement cannot be reached, the District will be liable for such sum as may lawfully be owing to the Suppliers on account of such termination, but in no event shall the District be liable for any loss of profits on the order or portion thereof so terminated.

26. **PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY:** Supplier agrees to indemnify the District and hold it harmless from and against all claims, liability, loss, damages or expenses, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement, or litigation based thereon with respect to the goods or any part thereof covered by this order. Such obligation shall survive acceptance of the goods and payment therefore by the District.

27. **TAXES:** Unless otherwise indicated, the District agrees to pay all state sales and, when applicable, use tax. No charge by the Supplier shall be made for Federal Excise Taxes. The District agrees to furnish the Supplier, upon acceptance of the articles supplied under this Purchase Order, with a tax exemption of articles supplied under this Purchase Order and a tax exemption certificate where applicable.

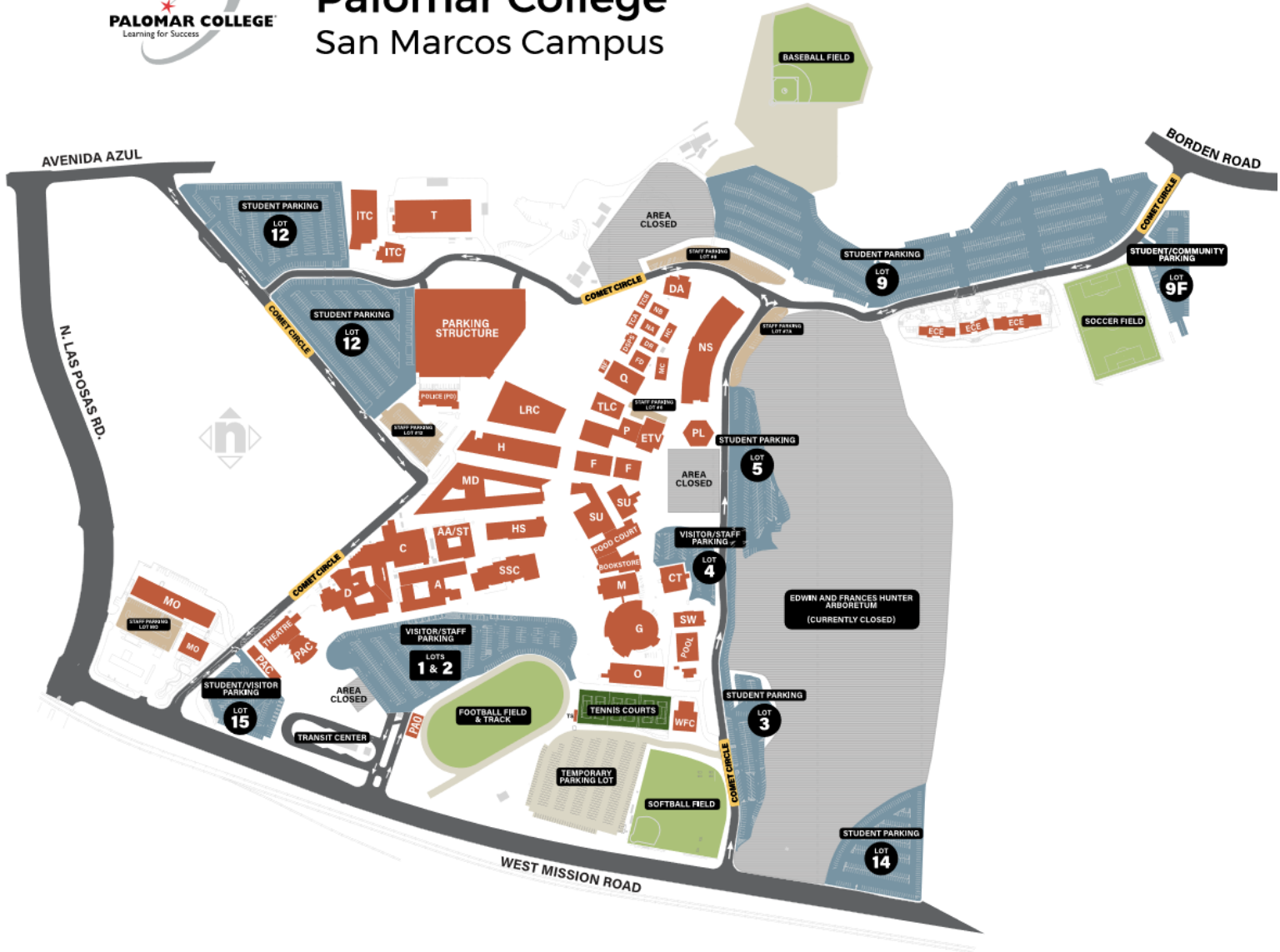
28. **NON-WAIVER:** No provision of this order or the rights to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by the District of a breach thereof as to any particular transaction or occurrence. No waiver by the District shall be valid unless expressly stated to be a waiver in a change order.
29. **UNCONTROLLABLE FORCES:** Supplier shall not be liable for delay in the delivery date or inability to perform the work due to any cause beyond its reasonable control, provided that the Supplier promptly notifies the District in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the delivery date. The District shall then extend, if possible, the delivery date for an equitable period due to such causes. Such causes are as follows: strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, or material availability.
30. **PARTS:** Supplier warrants that any parts furnished to the District will be new and unused. Parts shall be exactly like originals and shall be warranted by Supplier that the parts will fit their intended use.
31. **GOVERNING LAW:** The Contract, Agreement, and Purchase Order shall be construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
32. **ASSIGNMENT:** Neither the Purchase Order nor any interest under it shall be assigned to any entity without the prior written consent of the District. The Purchase Order shall not be deemed an asset of the Supplier. If the Supplier enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be canceled at the District's option upon written notice to the Supplier.
33. **NOTICES:** Any legal notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail postage prepaid. The notice shall be sent to the District or to the Suppliers, as appropriate, to their respective addresses appearing on the Purchase Order.
34. **COMPUTER HARDWARE & SOFTWARE:** Vendor hereby warrants that the products or services to be provided under this agreement comply with California Government Code 7405, which requires such technologies to meet the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d, U.S.C. 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Palomar Community College 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 the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
35. **DELIVERIES:** Deliveries are acceptable between the hours of 7:30 AM and 3:30 PM. No deliveries will be accepted on Saturdays, Sundays, or legal school holidays unless specifically provided for in the Purchase Order.

SPECIFICATIONS – CAMPUS MAP

Palomar College San Marcos Campus Map



Palomar College San Marcos Campus



BID FORM

TO: PALOMAR COMMUNITY COLLEGE DISTRICT, acting by and through its Governing Board, herein called the "District":

Pursuant to and in compliance with your Notice to Bidders and the other documents relating thereto, the undersigned Bidder, having familiarized him/herself with the terms of the Agreement, the Specifications, the Plans, if any, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the Specifications, Plans, if any, and other Contract Documents, including **Addenda Nos.** _____, _____, _____, _____, _____, _____, **and** _____ on file at the Purchasing Services Office of said District for the prices set opposite the articles listed herein on the Bid Sheets.

It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or in the bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

It is understood that the successful bidder will be required to deliver: ALL ITEMS OR SERVICE OF THE STATED BID LISTED HEREIN, AS STIPULATED IN THE SPECIFICATIONS, PLANS, IF ANY, AND OTHER CONTRACT DOCUMENTS FOR THE FOLLOWING BID:

BID # B22-02: Digital Parking Permit Software

BID SUBMITTAL CONTENT: It is understood that the complete BID SUBMITTAL shall include all of the following documents, completed and signed by Bidder's authorized agent/officer:

- BID FORM
- Bidder's list of REFERENCES.
- DESIGNATION OF SUBCONTRACTORS form.
- NON-COLLUSIVE BIDDING DECLARATION form.
- CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION form.
- BID SHEETS

It is understood and agreed that if written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he/she will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder, upon due execution and delivery to the District of the contract, and shall be completed by the Contractor in the time specified in said Contract Documents.

Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

 Proper Name of Bidder (Company Name)

 Address

By: _____
Signature of Authorized Agent/Officer

 City, State & Zip Code

 Print Name

 Telephone Number

 Title

 FAX Number

Date : _____

E-Mail address: _____

REFERENCES

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid. List as references the three (3) nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

[] Check here if Bidder's equivalent References information is attached instead of below.

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		Email:	
Applicable Purchase Dates / Service Periods			
Comments :			

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		Email:	
Applicable Purchase Dates / Service Periods			
Comments :			

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		Email:	
Applicable Purchase Dates / Service Periods			
Comments :			

Bidder Name: _____ **Signed by:** _____

DESIGNATION OF SUBCONTRACTORS

The Bidder shall disclose to Palomar College the name and address of all subcontractors to be used in the execution of the subject contract for this Bid.

The undersigned Bidder plans to utilize subcontractors for this subject Bid/Contract as follows:

- NO subcontractors shall be used.
- The Subcontractor(s) listed below shall be used:

Portion of Work Performed:			
Company Name:			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		Email:	

Portion of Work Performed:			
Company Name:			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		Email:	

Portion of Work Performed:			
Company Name:			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		Email:	

Bidder Name: _____ **Signed by:** _____

NON-COLLUSIVE BIDDING DECLARATION

State of California)
))
County of _____)

I, _____ declare as follows:

That I am the _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

Date

CONTRACTOR’S CERTIFICATION REGARDING WORKERS’ COMPENSATION

State of California Labor Code section 3700 in relevant part provides:

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

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

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

Date

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

BID SHEETS

In this section, complete descriptions and cost information requested for all 10 of the following categories. Complete requested information about Permit Fees. Provide Pricing.

Category 1: Digital Parking Permit System Features and Capabilities

Enable visitors to all District facilities to acquire digital parking permit(s) for their vehicle(s) via internet.

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Allow District visitors to acquire a digital parking permit via internet			
Use of digital parking permit is acceptable at multiple District facilities (indicate any limitations)			
District visitors can associate their digital parking permit with multiple vehicles (indicate how many)			
Describe end user interface (for acquiring a digital parking permit)			
Describe capability for system to be configured to remind parking permit holders of upcoming permit expiration date/time and facilitate renewal			
Describe capability to issue different types of parking permits based on specified criteria (for example, permanent employee, daily or temporary visitor, students with and without parking fee waivers)			

Bidder/Company Name: _____ **Signed by:** _____

Describe application of fee waivers or varying types (for example, students may have full or partial fee waivers, and partial waivers may be in varying amounts)			
Describe refund capabilities and process for District visitors who have purchased parking permits and request a refund, including ability for District to configure refund limitations and time lines			
Ability for District staff (given access permissions) to enter or correct parking permit data			
Describe system audit capabilities (for example, ability to audit and report parking permit record changes)			
List compatible License Plate Reader devices			
Describe capability to have the option for semester basis permits to auto-renew.			

Category 2: Dashboards and Reports

Flexibility to create customized dashboards and reports

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Ability to report parking history with dates/times for specific license plates, including location by lot, by facility, or in total			

Bidder/Company Name: _____ **Signed by:** _____

Reports or dashboard showing fill status of District parking lots (aggregated data) based on date/time, by lot, by facility or in total			
Ability to create custom reports or dashboard			
Graphical report/dashboard capability			
Ability to download, share or publish reports			

Category 3: Technical Integrations

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
PeopleSoft Campus Solutions and Human Capital Management (Oracle)			
Palomar Mobile App (READY Education, formerly DubLabs)			
Turbo Data citation processor (Turbo Data Systems)			
TouchNet payment processor (TouchNet)			
Other systems not mentioned above (please list)			
ParkMobile			

Bidder/Company Name: _____ **Signed by:** _____

Category 4: Ease of Use

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Parking permit purchases can be made online via web or mobile platforms at any time 24/7/365			
Parking permit interface is mobile responsive (not just mobile friendly)			
Describe support for parking permit users (students and campus visitors). Must include at a minimum 8 hours per day live customer support by phone			
Other user interface features (please describe)			
Describe capability to create a QR code in order for students to easily access purchasing portal			

Category 5: Ease of Technical Support

District technical resource requirements and Service Level Agreement

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Parking permit interface is mobile responsive (not just mobile friendly)			
Describe District support staff requirements, including any required specialized expertise and level of effort (for example, 1.5 Full Time Equivalent (FTE) system administrators)			

Bidder/Company Name: _____ **Signed by:** _____

Describe required institutional technical equipment/software resources, including infrastructure systems and end user devices required to operate and administer the system. Include minimum recommendations and optimal recommendations.			
Describe technical support services and days/hours of operation, including means of contact and response time guarantees when technical support is requested			

Category 6: Training and Documentation

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Describe training options including number of District employees to receive training, type(s) and delivery mode(s) of training			
Periodic/repeat training for District employees subsequent to implementation, available a minimum of 3 times annually			
Training manuals and system documentation			
Standard Operating Procedures documentation			
Training and assistance "Help" information for parking permit users (students and visitors to campus locations)			

Bidder/Company Name: _____ **Signed by:** _____

Category 7: Database Sizing

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Number of parking permit records maintained and/or archived			
Capability to import permanent permit data to new system			

Category 8: Number of Users

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Number of simultaneous District users, and/or concurrent licenses supported			

Category 9: Implementation

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Estimated timeline for system configuration and technical implementation			
Describe institutional team roles and level of effort required to configure and initially implement the system			

Bidder/Company Name: _____ **Signed by:** _____

Category 10: Security

Specifics in Requirement Category	How does your product meet this requirement?	Initial Cost	Annual Maintenance Cost
Provide security policies (link to published policies is acceptable)			
Describe system security roles and permissions options, levels of access			
Does this system store or process personal financial/credit/debit card data? If so, provide level of Payment Card Industry Data Security Standard (PCI DSS) compliance			
Describe compliance with Family Educational Rights and Privacy Act of 1974 (FERPA)			
Will data be available to third parties? If so, please describe.			

PERMIT FEE(S)

If varying rates for permits apply, please describe permit types and associated fees, or describe configuration options for permit types and fees.

Is permit type and fee structure configurable by client? Please describe.	

Bidder/Company Name: _____ **Signed by:** _____

PRICING

Software/System Cost	Comments/Description	Initial Cost	Annual Maintenance Cost
Software/system license			
Implementation and support options (describe)			
Other (describe)			

Total Initial Cost	
Total Annual Maintenance Cost	
Total Permit Fees, if applicable	

CALIFORNIA SALES TAX INFORMATION If the Vendor does **not** have a place of business in California, indicate below whether or not the Vendor collects California State Sales Tax:

- California Sales Tax **is** collected; our California Permit Number will be reflected on any invoice to the District.
- California Sales Tax is **not** collected; the District to pay tax directly to the State.

PAYMENT TERM DISCOUNT (optional): The undersigned Bidder offers the following payment term discount to the District's standard Payment Terms of Net 30 days:

Payment Discount: _____ % _____ days. (Note: Discount not earlier than 10 days)

Bidder/Company Name: _____ **Signed by:** _____