



**COMPOSITES AUTOCLAVE  
RFP No. AVC2017/2018-14**

**Antelope Valley College District**

Business Services - Purchasing and Contract Services  
3041 W. Avenue K | Lancaster, CA 93536-5426  
661-722-6310 | [purchasing@avc.edu](mailto:purchasing@avc.edu)

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**REQUEST FOR RFP  
FOR  
COMPOSITES AUTOCLAVE  
RFP No. AVC2017/2018-14**

Notice is hereby given that Antelope Valley Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but no later than **11:00 a.m. (PST) on April 4, 2018** sealed submittals for **RFP #AVC2017/2018-14**. Such submittals must be submitted in the format specified in the RFP, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website at: <https://www.avc.edu/administration/busserv/RFPbiddocs>.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. All inquiries must be submitted in writing by the date and time noted under Project Specific Dates to the Purchasing and Contract Services Department at [purchasing@avc.edu](mailto:purchasing@avc.edu).

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Purchasing and Contract Services

Publication Dates:  
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2nd: March 23, 2018

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**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the governing Board (“Board”) of the Antelope Valley Community College District (“District”) is presently accepting Proposals for the following project (“Project”):

**COMPOSITES AUTOCLAVE  
RFP # AVC2017/2018-14**

Sealed Proposals must be received by, but **no later than 11:00 A.M. (PST), April 4, 2018**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District’s copy shall prevail.

This RFP may be obtained from the District by contacting the District’s Purchasing and Contract Services Department whose contact information is noted herein. The RFP is also available online at <https://www.avc.edu/administration/busserv/RFPbiddocs>. In the event this RFP is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

**Bidders Submittal of Proposal.** To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND (3) additional copies of the Proposal shall be provided.** All materials submitted in response to this RFP shall be on 8 ½” x 11” paper, in portrait orientation, 11 or 12 point Arial, Calibri or Times New Roman font with 1” page margins on all sides. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP materials which correspond format and contents. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Proposal.

Delivered Proposal shall be enclosed and sealed in an envelope or container bearing the title of the project, the project’s number and the name of the Bidder, and delivered in one of the following methods:

<p><u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Purchasing &amp; Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>	<p><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Purchasing &amp; Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>
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**EMAIL OR FAXED ProposalS WILL NOT BE ACCEPTED.**

**Opening of Proposals.** Sealed Proposals will be opened publicly and name of Bidders will be read aloud at the time, date and location noted in the timeline under Project Specific Dates.

It is the responsibility of the Bidder to verify that its Proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing [purchasing@avc.edu](mailto:purchasing@avc.edu).



## **COMPOSITES AUTOCLAVE RFP No. AVC2017/2018-14**

PROPOSALS DELIVERED OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER. It is the Bidder's sole responsibility to ensure that its Proposal, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Proposals which arrive after the deadline date/time listed. Any Proposal received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Proposal may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of Proposal. The award shall be subject to final contract documents and scope of work between the District and selected Bidder.

Bidders shall be bound to the pricing terms contained within their submitted Proposal, which shall remain in effect as stated until at least six (6) months after the due date for Proposal. Proposal shall be signed by an authorized individual or officer submitting the Proposal. If the Bidder is a corporation or limited liability company, the Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

**END OF SECTION**

## INTRODUCTION AND GENERAL OVERVIEW

Antelope Valley Community College District (the “District”) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 14,000 students per semester. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District’s Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District’s Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum addresses airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District’s website at <http://www.avc.edu/>.

### PURPOSE OF RFP

Antelope Valley College is one of the 15 California Community Colleges that were approved by the Board of Governor’s to offer a baccalaureate degree pilot program. Antelope Valley College was approved to develop and offer a bachelor’s program in Airframe Manufacturing Technology. The college developed required curriculum and is purchasing necessary equipment to teach students the required skills to secure employment in the aerospace industry. To support this hands-on practice simulating industry field processes, the college requires the purchase of an autoclave to equip a lecture/lab to teach program’s upper division courses. Funding for the purchase of this equipment comes from the state Baccalaureate Degree Pilot program.

**Project Specific Dates:** The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFP. Please note the following key dates when preparing your responses:

RFP ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: 3/16/2018 2nd: 3/23/2018
Last Day for Bidders to submit questions	3/27/2018 before 4:00 p.m.
Last day for District to Respond to questions	3/29/2018 before 5:00 p.m.
<b>DEADLINE FOR PROPOSAL SUBMISSIONS</b>	<b>4/4/2018 before 11:00 a.m.</b>
Public Opening of Proposal 3041 W. Avenue K, Adm. Room A140 Lancaster, CA 93536	4/4/2018 at 11:30 a.m.
Interviews (optional)	To be Determined
Anticipated Board Approval	To be Determined
<b>Completion and Delivery Date</b>	<b>7/15/2018</b>

\*Dates may change with or without notice

**Evaluation of Proposal:** The Proposal review process used to select qualified Bidders will be as follows:

- a. The District will review and evaluate all Proposals received using the criteria noted in following section. Incomplete Proposals may be rejected as non-responsive, and may result in being excluded from this legal resource pool.
- b. A District Evaluation Committee may elect to conduct oral interviews of selected Bidders. The District may request selected Bidders to make an oral/visual presentation in connection with the oral interview.

**Evaluation Criteria:** Bidders submitting Proposals are advised that all responsive documents will be evaluated to determine each Bidder's ability to best meet the needs of the District. The District's evaluation will include, but is *not* limited to, a consideration of the following criteria:

- a. **Responsiveness.** Responsiveness of the Proposal clearly states the Bidder's practice areas, services, and in meeting the requirements of the RFP.
- b. **Experience/Ability.** The extent of the Bidder's previous experience working with institutions of higher education and/or aircraft fabrication on said services. Such experience will also include assessment of the Bidder's outcomes for particular matters handled by the firm for higher education institutions.
- c. **Client Responsiveness.** The District will evaluate the prior experience and success of Bidders to establish effective working relationships within the setting of a higher education institution and/or aircraft fabrication customers including the relationships with: management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
- d. **Schedule.** The Bidder's ability to meet or exceed the Completion and Delivery Date for the equipment and service requested in the RFP.
- e. **Proposed Fee.** The Bidder's proposed fees for equipment, installation, delivery, maintenance, training and warranty.

**Optional Proposal Interviews:** It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the District Evaluation Committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in their submitted proposal with their key personnel present as the primary representatives during this process.

**Cancellation of Solicitation:** The District may cancel this solicitation at any time.

**Contract Award:** The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period. See Instruction to Bidders for more details.

**Agreement:** The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions 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 (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit F and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

**Conflict of Interest/Restrictions on Lobbying and Contacts:** For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

**Limitations:** The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

**Right to Negotiate and/or Reject Proposal:** Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

**Preparation Expenses:** The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

**Confidential and Proprietary Information:** All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposals submitted may

be subject to the California Public Records Act (*California Government Code* Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

**Errors/Discrepancies/Clarification/Information of RFP:** Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to Purchasing and Contract Services at [purchasing@avc.edu](mailto:purchasing@avc.edu). Bidders are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner. Please see "Project Specific Dates" for specific deadline dates and times.

**Bid Protest Procedure:** Any bidder may file a bid protest. The protest shall be filed in writing with the District's Purchasing and Contract Services Manager not more than two (2) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within five (5) business days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. **Appeal:** If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the District's Executive Director of Business Services, or their designee, within two (2) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Antelope Valley Community College District  
Attn.: Diana Keelen, Executive Director of Business Services  
3041 West Ave. K  
Lancaster, CA 93536

c. **Appeal Review:** The Executive Director of Business Services or his or her designee shall review the decision on the bid protest from the Purchasing and Contract Services Manager and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director of Business Services or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. **Reservation of Rights to Proceed with Project Pending Appeal.** The District reserves the right to proceed to award the Project and commence the work/purchase pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written



confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

**END OF SECTION**

## **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

### **BACKGROUND**

Antelope Valley College is one of the 15 California Community Colleges that were approved by the Board of Governor's to offer a baccalaureate degree pilot program. Antelope Valley College was approved to develop and offer a bachelor's program in Airframe Manufacturing Technology. The college developed required curriculum and is purchasing necessary equipment to teach students required skills to secure employment in the aerospace industry. To support this hands-on practice simulating industry field processes, the college requires the purchase of an autoclave to equip a lecture/lab to teach program's upper division courses. Funding for the purchase of this equipment comes from the state Baccalaureate Degree Pilot program.

### **EQUIPMENT**

- Dimensions NTE 210" L and 122" W
- Working area 24" x 48"
- Power 60A-80A / 480VAC / 60Hz / 3phase
- Pressure Source Compressed Air or Nitrogen (Canister)
- Design pressure 90 to 160 PSI
- Pressurization rate 0-5PSI/Min
- Temperature NTE 450F degrees
- Heating Rate 5F to 10F degrees/Min
- Cooling Rate 5F to 10F degrees/Min
- Hydraulic Operated Door – Open and Close
- ASME approved bolt lock to prevent door to open with pressure in autoclave
- Exhaust SCH vent line (Can reach 250F to 300F degrees / 200CFM)
- Temperature thermocouples with computer monitoring and control
- 2 Vacuum source ports
- Onboard vacuum pump and receiver
- Vacuum Port/Transducer active range -30" Hg to 150 PSI
- Heating components designed and sized for Power accordingly
- Cooling components with cooling water control valves and drain
- Fan System
- Computer Control System with internet capabilities
- Thermocouple System with J flushed mounted connections
- Safety System with sounding alarms

### **INSTALLATION**

Selected contractor to provide installation of the equipment, included electrical, at the following District location:

- Antelope Valley Community College District  
3041 West Avenue K  
Auto Body Building, TE-8  
Lancaster, CA 93536

District reserves the right to award the install to the Contractor or contract the installation with a separate entity.

### **DELIVERY**

Contractor is to provide the Guaranteed Date of Completion and Delivery, as well as Delivery cost, in the Delivery & Fee Schedule Document (Exhibit A). District reserves the right to award the delivery to the Contractor or contract the delivery costs with a separate entity. Please include in Exhibit A any impact on warranty if the District elects to contract delivery with a separate entity.

### **TRAINING**

Contractor will provide the District with minimum of twenty (20) hours of on-site training at the following location:

- Antelope Valley Community College District  
3041 West Avenue K  
Auto Body Building, TE-8  
Lancaster, CA 93536

Contractor will train approximately five (5) persons selected by the District and provide training and parts manual for the equipment.

### **MAINTENANCE**

Contractor to provide a minimum of one (1) year of maintenance to include the following:

- Software updates
- Parts and labor

### **WARRANTY**

Contractor to provide a minimum of one (1) year warranty for all components and systems of the equipment.

### **EXTENDED WARRANTY**

Contractor to provide the option to purchase a two (2) year extended warranty for all components and systems of the equipment.

**END OF SECTION**

## BIDDER INSTRUCTIONS

**Format and Content.** The Bidder's Proposal should fully state its experience and expertise referenced in the Scope of Work. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's Proposal.

### **FORMAT TO CONSIST OF THE FOLLOWING:**

- I. **Letter of Interest:** The individual who is authorized to bind the Bidder's business contractually, must sign the cover letter, which must accompany the Bidder's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Bidder's firm. **An unsigned cover letter shall cause the Proposal to be rejected.** The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:
  - a. The Bidder's name, address, e-mail, telephone, and facsimile number.
  - b. The name, title or position, and telephone number of the individual signing the cover letter.
  - c. A statement indicating the signer is authorized to bind the Bidder contractually.
  - d. The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
  - e. A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
  - f. A statement expressing the Bidder's willingness to perform the services as described in this RFP.
  - g. A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
  - h. A statement expressing the Bidder's availability of staff, office locations, hours and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.
- II. **Table of Contents:** Include a detailed table of contents for all sections of the submittal.
- III. **Delivery & Fee Schedule (Exhibit A):** Bidders shall complete and submit the Delivery & Fee Schedule document(s) with its Proposal. Bids submitted without the Delivery & Fee Schedule document may be deemed non-responsive and will not be considered.
- IV. **List of Subcontractors (Exhibit B):** Bidders shall complete and submit the List of Subcontractors form with its Proposal. Proposals submitted without the form may be considered non-responsive.
- V. **Certificate of Non-Discrimination (Exhibit C):** The Bidder shall submit a Certification of Non-Discrimination assuring that it will not discriminate in its hiring or employment practices on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, sexual orientation, gender, gender identity, gender expression, medical condition or physical or mental disability, or any other basis protected by law, in performing the work and services.

- VI. Non-Collusion Affidavit (Exhibit D):** Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- VII. References Form (Exhibit E):** A minimum of three (3) verifiable references, preferably from an institute of higher education or aircraft fabrication customer, shall be listed on the “References” sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder’s related experience.
- VIII. Agreement to Terms and Conditions (Exhibit F):** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
- IX. Addenda Acknowledgement (Exhibit G):** Bidders shall complete and submit the Addenda Acknowledgement form with its Proposal. It is the Bidder’s responsibility for ensuring that they have received any and all Addenda. If not, they may be considered non-responsive. Bidders are to review the Notice to Bidders for instructions on how to obtain said addenda/addendums.
- X. Bid Security:** Each Proposal must be accompanied by one of the following forms of bidder’s security in and amount not less than ten percent (10%) of the Proposal Total.: (1) a cashier’s check made payable to the District with Bid Guarantee Form (Exhibit H); (2) a certified check made payable to the District with a Bid Guarantee Form (Exhibit H); or (3) a bidder’s bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents (Exhibit I). Such bidder’s security must be in the amount set forth above as a guarantee that the bidder will enter into the Purchase Agreement (also referred to as “Contract”) and provide the required documents. Time is of the essence regarding this Project, therefore, in the event the bidder to whom the Purchase Agreement is awarded fails or refuses to post the required bonds and return executed copies of the Purchase Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder’s bid deposit or bond forfeited as damages.
- XI. Additional Materials:**
- a. Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
  - b. Bidders are encouraged to include letters of reference and/or testimonials in their Proposal.

**END OF SECTION**

## **SUBMITTAL CHECKLIST**

This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Proposal:

- LETTER OF INTEREST**
- EXHIBIT A – Delivery & Fee Schedule**
- EXHIBIT B – Subcontractors List**
- EXHIBIT C – Certificate of Non-Discrimination**
- EXHIBIT D – Non-Collusion Affidavit**
- EXHIBIT E – References**
- EXHIBIT F – Agreement to Terms and Conditions**
- EXHIBIT G – Addenda Acknowledgement**
- Bid Security – EXHIBIT H (Bid Guarantee) or I (Bid Bond)**
- ADDITIONAL MATERIALS (OPTIONAL)**



**COMPOSITES AUTOCLAVE  
RFP No. AVC2017/2018-14**

**EXHIBIT A- DELIVERY & FEE SCHEDULE**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

**Delivery:** Delivery must be made during the District’s Warehouse Receiving hours and not on a District recognized holiday.

Receiving Hours: <https://www.avc.edu/administration/busserv/purchasingdelivery#hours>

Academic Calendar: [https://www.avc.edu/sites/default/files/calendar/1819academic\\_cal.pdf](https://www.avc.edu/sites/default/files/calendar/1819academic_cal.pdf)

**Contractors guaranteed date of completion and delivery of Composites Autoclave:**

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**Fee:** The undersigned has read and understands all conditions and terms of this RFP, is authorized to submit this proposal for purposes of Vendor evaluation, and hereby offers to perform the services requested for the rates indicated. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or subcontracted work.

Item	Description	\$/UOM	Total
Autoclave			
Installation	(If District elects to contract installation to a different entity, please identify if and how this will impact warranty.)		
Delivery	(If District elects to contract delivery to a different entity, please identify if and how this will impact warranty.)		



**FEE (continued)**

Item	Description	\$/UOM	Total
Training			
Maintenance			
1 Year Warranty			
Extended 2 Year Warranty			
<b>PROPOSAL TOTAL</b>			

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
(Type or print)

**EXHIBIT B – SUBCONTRACTORS LIST**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

If your company must outsource or contract any work to meet the requirements contained in the RFP, this must be clearly stated in the proposal. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

Identify any subcontractors your company may outsource any work identified in the RFP to, or check the box below if not applicable. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Attach additional sheets as necessary.

**Check box if not applicable:**

Licensed Name of Subcontractor	Subcontractor Office, Mill or Shop Address	Sub-contractor Trade or Portion of Work	Subcontractor Contractors' License No.

*Attach additional page(s) as required*

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
(Type or print)



**EXHIBIT C- CERTIFICATION OF NON-DISCRIMINATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPSAL**

Bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, 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.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
(Type or print)

**EXHIBIT D - NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
(Type or print)

**EXHIBIT E - REFERENCES**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

Bidder shall provide a minimum of three (3) verifiable references preferably from an Institute of Higher Education.	
<b>REFERENCE #1</b>	
NAME	
ADDRESS, CITY, STATE ZIP CODE	
CONTACT & TELEPHONE #	
DATES OF SERVICE	
<b>REFERENCE #2</b>	
NAME	
ADDRESS, CITY, STATE ZIP CODE	
CONTACT & TELEPHONE #	
DATES OF SERVICE	
<b>REFERENCE #3</b>	
NAME	
ADDRESS, CITY, STATE ZIP CODE	
CONTACT & TELEPHONE #	
DATES OF SERVICE	

**(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)**

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
(Type or print)

**EXHIBIT F – AGREEMENT TO TERMS AND CONDITIONS**

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) (“Agreement”). Any exceptions must be included, if at all, with Bidder’s Proposal submission.

**NOTE:** Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder’s Proposal or disqualification.

Initial the Appropriate Choice, below:

\_\_\_\_\_ Bidder **accepts** the form of Agreement **without exception**.

**OR**

\_\_\_\_\_ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
(Type or print)

**EXHIBIT G – ADDENDA ACKNOWLEDGMENT**

Changes or corrections to the RFP will be issued via a numbered addendum format prior to the Proposal deadline (See Section 1 - Project Specific Dates). Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
(Type or print)

**EXHIBIT H – BID GUARANTEE FORM**

**(Use only when not using a Bid Bond)**

Accompanying this proposal is a cashier’s check payable to the order of the Antelope Valley Community College District or a certified check payable to the order of the Antelope Valley Community College District in an amount not less than ten percent (10%) of the maximum amount of bid.

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District’s Governing Board, and the undersigned fails to execute a Purchase Agreement with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_  
(Type or print)

**Title** \_\_\_\_\_

Note: Use this form, in lieu of Bid Bond form, when a cashier’s check or certified check is accompanying the bid



**EXHIBIT I – BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT** (“the Obligee”) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the **MANUFACTURE OF A COMPOSITES AUTOCLAVE, RFP NO. AVC2017/2018-14**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

**[CONTINUED NEXT PAGE]**

**BID BOND (CONTINUED)**

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

<p>_____</p> <p>_____</p> <p>(Contractor-Principal Name)</p> <p>By: _____</p> <p style="padding-left: 40px;">(Signature)</p> <p>_____</p> <p style="padding-left: 40px;">(Typed or Printed Name)</p>
--

<p>_____</p> <p>(Surety Name)</p> <p>By: _____</p> <p style="padding-left: 40px;">(Signature of Attorney-In-Fact for Surety)</p> <p>_____</p> <p style="padding-left: 40px;">(Typed or Printed Name of Attorney-In-Fact)</p>
--

<p><b>Contact name, address, telephone number and email address for notices to the Surety</b></p>  <p>_____</p> <p>(Contact Name) _____</p> <p>(Street Address)</p> <p>_____</p> <p>(City, State &amp; Zip Code)</p>
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## **PURCHASE AGREEMENT FORM**

**THIS PURCHASE AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of Los Angeles of the State of California, by and between the Antelope Valley Community College District, hereinafter called the "District", and \_\_\_\_\_, hereinafter called the "Vendor".

**WITNESSETH** that the District and the Vendor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Vendor shall furnish all labor, materials, equipment, tools, and utility and **transportation services**, and perform and complete all work required in connection with the Manufacture of a Composites Autoclave, RFP No. AVC2017/2018-14 ("Project") in strict accordance with the Contract Documents enumerated herein below. The Vendor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation.

**ARTICLE 2 - TIME OF COMPLETION:** Once the Vendor has received a notice to proceed, the Vendor shall **deliver and install** the completed Autoclave for Composites as set forth in the Specifications for the District's acceptance and approval on or before **July 15, 2018**. This shall be called Contract Time. It is expressly understood that time is of the essence.

**ARTICLE 3 - CONTRACT PRICE:** The District shall pay to the Vendor as full consideration for the faithful performance of this Purchase Agreement, the total sum (inclusive of sales tax, **delivery** and other charges) of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), said sum being the total amount stipulated in the bid Vendor submitted. Payment shall be made within 45 days of Autoclave for Composites being **delivered**, accepted and approved by the District.

**ARTICLE 4 - EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of this Purchase Agreement, request any alterations, deviations, additions, or omissions from the Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void this Purchase Agreement, but the cost will be added to or deducted from the amount of the Contract Price, as the case may be, by a fair and reasonable valuation.

**ARTICLE 5 - TAXES:** The District shall pay the state sales tax and use tax if applicable. The federal excise tax is not applicable, as community college districts are exempt therefrom. The District shall furnish the Vendor such tax certificates as may be required by the manufacturer or Vendor. Any applicable tax which may be imposed by any governmental agency prior to delivery of merchandise shall be paid by the District.

**ARTICLE 6 - NOTICE OF OBJECTION:** Notice is hereby given pursuant to Section 2207 of the Uniform Commercial Code of District's objection to all terms and conditions in addition to and different from these terms and conditions contained in any written acceptance or order confirmation which may be issued by Vendor.

**ARTICLE 7 - VARIATION BY AGREEMENT:** Any of these terms and conditions which may conflict with the normal operation of any provision of the Uniform Commercial Code shall constitute a variation by agreement and have precedence.

**ARTICLE 8 - DELIVERY:** F.O.B. Destination shall mean the Vendor pays all shipping costs, and title to merchandise and vested interest shall transfer to the District only when receipted for and accepted by the District's representative. The foregoing is the District's policy. If an exception is made it will be limited to shipping costs. If such exception is made, Vendor shall prepay and invoice the District for actual shipping charges. Ownership and vested interest in the merchandise shall remain with the Vendor while in transit and title shall transfer to the District only at such times as merchandise is received and accepted by the District. It shall be the responsibility of the Vendor to trace any merchandise lost in transit, and to seek damages from shipper for any merchandise damaged in transit it deems is in its best interest to do so.

**ARTICLE 9 - DISTRICT'S INSPECTION:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Purchase Agreement. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete **delivery**, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

**ARTICLE 10 - REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of **delivery** by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

**ARTICLE 11 - CASUALTY TO GOODS:** Should loss or damage to the goods or any part thereof occur before District takes **delivery** and possession, Vendor shall, at its option, repair or replace the goods or such part thereof as District demands at the same price stated in this Purchase Agreement.

**ARTICLE 12 - NON-CONFORMING GOODS:** From the last scheduled day Vendor provides training to the District and for a period of 30 days thereafter, District shall have the absolute right to reject any and all goods which fail in any respect to strictly conform to the functionality, requirements and intent of this Purchase Agreement and/or any submittals, catalogs and bulletins, which right may be exercised by District at any time during this period regardless of any inspection, taking possession of, and payment for such goods by District, none of which acts shall constitute acceptance of such goods by District. Goods which fail to strictly conform to the functionality, requirements and intent (subject to the exceptions as agreed to) of this Purchase Agreement and any submittals, catalogs and bulletins, may be accepted by District only by writing signed by District expressly stating District's acceptance of such goods. Vendor shall promptly remove all rejected goods at Vendor's sole cost and expense.

**ARTICLE 13 - RIGHT TO WITHHOLD AMOUNTS AND MAKE APPLICATION THEREOF:** The District may authorize to withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover any defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

**ARTICLE 14 - TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement. All dates and times stated herein by which Vendor shall complete manufacturing **and ship and deliver** the goods to District within the Contract Time. Should Vendor fail to so adhere to any such date and time requirement or should District have good and reasonable cause to be insecure as to Vendor's ability to so adhere, and

such delay in reasonable progress is caused by Vendor or by those for whom Vendor is legally responsible, then to that extent, District shall have the right to require Vendor, at Vendor's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to complete manufacture and ship the goods by the most expeditious means available as reasonably determined solely by District.

**ARTICLE 15 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Vendor will pay the District the sum of One-Thousand Dollars and Zero Cents (\$1,000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Vendor further agrees that the District may deduct such amount thereof from any money due or that may become due the Vendor under this Purchase Agreement.

**ARTICLE 16 - TERMINATION:** District shall have the right to terminate this Purchase Agreement in whole or in part at any time and without cause or for District's convenience by written notice to Vendor, and Vendor shall immediately cease work hereunder on receipt of such notice. If the goods identified in this Purchase Agreement are specially manufactured goods, and provided that Vendor is not in breach of any duty or requirement of this Purchase Agreement, District shall pay Vendor all actual costs of manufacturing all conforming finished goods in Vendor's possession or in shipment and goods in process of manufacture, including reasonable overhead cost as of the date of Vendor's receipt of notice of termination. If the goods are stock goods, rather than specially manufactured goods, and provided Vendor is not in breach of any duty or requirement hereunder, District shall only pay to Vendor its reasonable re-stocking cost(s). In no event shall District pay Vendor or be liable to Vendor for loss of any anticipated profits or consequential or incidental damages.

District may also terminate this Purchase Agreement for cause in the event of a default by Vendor. In such event, District shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold District harmless from, any damages occasioned by the Vendor's breach or default. If it should be determined that the District has improperly terminated this Purchase Agreement for default, such termination shall be deemed to be for District's convenience.

**ARTICLE 17 - STANDARD COMMERCIAL USE:** Contractor, whether manufacturer, supplier, distributor, or retailer, hereby certifies that the types of products and equipment used by Contractor to perform the Services have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Contractor will not deviate from this provision without the express written consent of the District.

**ARTICLE 18 - PREVENTATIVE MAINTENANCE AND WARRANTY:** Contractor will perform all full preventative maintenance to keep the [list equipment] in the most efficient mechanical and working condition possible. Contractor agrees to provide adequate training of District personnel to efficiently operate and maintain any products or equipment installed. Contractor warrants all equipment against manufacturing defects for a period not less than one (1) year from the District's date of acceptance, covering parts and labor, unless otherwise indicated. This warranty includes all costs of repair during the warranty period, including transportation costs. Contractor will pass along to the District all manufacturer warranties available.

**ARTICLE 19 - PATENT INDEMNITY:** Vendor warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Agreement and that neither the sale of the goods nor their use by District or persons in privity with the District shall infringe any patent, license or copyright. Vendor shall defend, save harmless and indemnify the District and its Board of Trustees, officers, employees, and persons in privity with the District from any and all claims, demands, judgments, liabilities, costs, fees and expenses, including attorneys' fees, arising out of and in connection with any breach of this warranty and any allegation that the sale and/or use of the goods identified in this Purchase Agreement infringes any patent.

**ARTICLE 20 - INDEMNITY:** The Vendor agrees to and does hereby indemnify and hold harmless the District and its Board of Trustees, officers, and employees from liability of any nature or kind on account of:

- A) Use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliance furnished or used under the Purchase Agreement;
- B) Liability for damages for (1) death or bodily injury to persons, (2) injury to property, (3) design defects or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in the Purchase Agreement except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and
- C) Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the District, arising out of, or in any way connected with the work covered by the Purchase Agreement, whether said injury or damage occurs either on or off District property, except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District.
- D) The Vendor at his own cost, expense, and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District or its Board of Trustees, officers, and employees, on any such claim or demand referred to in Paragraphs A), B), C) above and pay or satisfy any judgment that may be rendered against any of them.

**ARTICLE 21 - INSURANCE:** Unless specifically waived by the District in writing, Vendor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Vendor and District from claims which may arise out of or result from Vendor's actions or inactions relating to this Purchase Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (A) Commercial General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
- (B) Primary Insurance. Any insurance or self-insurance maintained by the District shall be excess of the Vendor's insurance and shall not contribute with it.
- (C) Waiver of Subrogation. Vendor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Vendor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Vendor may acquire against the District by virtue of payments of any loss under this insurance.
- (D) Additional Insured. Insurance shall name the District and its Board of Trustees, officers, employees, agents, and volunteers as additional insureds under its Commercial General Liability and Automobile Liability policies.
- (F) Certificate of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District. Vendor shall furnish to the District original certificates of insurance and amendatory endorsements effecting coverage required by this Purchase Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any services under this Purchase Agreement. Vendor will be in material default of this Purchase Agreement if it fails to timely furnish these documents to the District.

**ARTICLE 22 - LICENSES AND PERMITS:** Vendor and all of its employees, agents or subcontractors will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the services or the furnishing of materials, articles or deliverables required pursuant to this Purchase Agreement. All operations and materials shall be in accordance with the law.

**ARTICLE 23 - TAXES:** Vendor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Vendor acknowledges and agrees that it is the Vendor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Vendor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Vendor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

**ARTICLE 24 - OWNERSHIP OF INTELLECTUAL PROPERTY:** The services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Purchase Agreement. Vendor assigns to District any rights Vendor could have, may have, or does have, in the work or the work product performed under this Purchase Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, or patent of said 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 said matters, for any purpose and in any medium.

**ARTICLE 25 - DUTY TO COOPERATE:** Vendor shall fully cooperate with District in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this Purchase Agreement.

**ARTICLE 26 - COMPLIANCE:** Vendor shall fully comply with all laws, rules, ordinances and regulations applicable to and affecting the manufacture, sale, **shipment and delivery** of the goods identified in this Purchase Agreement.

**ARTICLE 27 - NO ASSIGNMENT:** Neither this Purchase Agreement nor any duty of District or Vendor hereunder may be assigned or delegated by either Party without the prior written consent of the other party, except as provided by the designation of the particular District.

**ARTICLE 28 - GOVERNING LAW:** This Purchase Agreement shall be governed by the laws of the State of California.

**ARTICLE 29 - RIGHTS CUMULATIVE:** These terms and conditions are not intended and shall not in any way be construed to limit or restrict, the parties' rights and remedies at law and in equity, except as otherwise provided herein. Any failure or forbearance by either party to enforce any of these terms and conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted as a waiver or relinquishment of any rights and remedies under this Purchase Agreement, at law and in equity.

**ARTICLE 30 - SEVERABILITY:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**ARTICLE 31 - DISPUTES:** Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute.

**ARTICLE 32 - MEDIATION; ARBITRATION:** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will 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 agree to submit the pending dispute or controversy to final and binding arbitration to be held in Los Angeles County, California, and to be governed by the Federal Arbitration Act ("FAA"). 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 shall 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 section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

**ARTICLE 33 - FORCE MAJEURE:** In all events, contract dates for performance will be extended an equitable amount of time in the event of Force Majeure events which include for example: acts of God and the public enemy; labor related event including strikes; fires; accidents; or other events which are beyond Vendor's reasonable control.

**ARTICLE 34 - LIMITATION OF LIABILITY:** The District's financial obligations under this Purchase Agreement are limited to the payment of the compensation provided in this Purchase Agreement. Notwithstanding any other provision of this Purchase Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Purchase Agreement for the services performed in connection with this Purchase Agreement.

**ARTICLE 35 - INDEPENDENT CONTRACTOR:** In the performance of this Purchase Agreement, Vendor shall act as an independent contractor. Vendor shall perform the services and obligations under this Purchase 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 shall not be subject to control or supervision by the District except as to the results of the work. Vendor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the services to be provided under this Purchase Agreement. Vendor is not authorized to make any representation, contract or commitment on behalf of the District.

**ARTICLE 36 - WORKERS' COMPENSATION INSURANCE:** In accordance with the provisions of Labor Code section 3700, the Vendor shall secure payment of compensation to all employees. By signing this Agreement Vendor acknowledges: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

**ARTICLE 37 - PROTECTION OF CONFIDENTIAL INFORMATION:** Vendor understands and acknowledges that during its performance of the services under this Agreement, it or its employees may have access to private and confidential information in the District's possession, custody or control, including, but not limited to, private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Vendor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Vendor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this Article shall survive the termination or expiration of this Agreement.

**ARTICLE 38 - DISABLED ACCESSIBILITY AND ELECTRONIC AND INFORMATION TECHNOLOGIES:**

Vendor hereby warrants that any goods or services, including any hardware or software products or services, to be provided in connection with the Project and this Agreement shall comply with all applicable laws and regulations including, but not limited to, the American with Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973. 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, 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 shall constitute a breach and be grounds for termination of the Agreement.

**ARTICLE 39 - NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees that it will comply with all applicable federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate 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 law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Vendor agrees to require like compliance by all hired subcontractors.

**ARTICLE 40 - FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS:** District is an equal opportunity employer. By entering into this Agreement, Vendor certifies that he/she/it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment and Housing Act and any other Federal or State law and regulations related to Equal Employment Opportunity. Vendor's personnel policies shall be made available to District upon request.

**ARTICLE 41 - AUDIT:** In accordance with Government Code section 8546.7, records of the Vendor shall be subject to examination and audit for a period of five (5) years after final payment. Vendor agrees that the 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 or the Project. Vendor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is required. Vendor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Vendor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.

**ARTICLE 42 - ADVERTISING:** Vendor shall 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.

**ARTICLE 43 - NON-WAIVER:** The failure of the District or Vendor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**ARTICLE 44 - NOTICES:** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

**For District:**

Dawn McIntosh, Director, Purchasing  
Antelope Valley Community College District  
3041 West Avenue K Lancaster, CA 93536-5426

**For Vendor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

**ARTICLE 45 - APPROVAL BY DISTRICT'S BOARD OF TRUSTEES:** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

**ARTICLE 46 - CONFLICT OF INTEREST AND PROHIBITED INTERESTS:** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be 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. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be 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, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Vendor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Vendor if any such conflict is discovered, and subsequently award to the next Vendor.

**ARTICLE 47 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Purchase Agreement shall be deemed to be inserted herein, and this Purchase Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Purchase Agreement shall forthwith be physically amended to make such insertion or correction.



**COMPOSITES AUTOCLAVE  
RFP No. AVC2017/2018-14**

**ARTICLE 48 - COMPONENT PARTS OF THE CONTRACT:** The Purchase Agreement entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Purchase Agreement as if herein set out in full or attached hereto:

- RFP AVC2017/2018-14
- Notice To Bidders
- Introduction and General Overview
- Bidder Instructions
- Scope of Work and Technical Specifications
- Subcontractors List
- Non-Collusion Affidavit
- Certificate of Non-Discrimination
- References
- Bid Guarantee Form
- Bid Bond
- Delivery & Fee Schedule
- Purchase Agreement Form
- All Addenda/Addendums as Issued

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 49 - PREVAILING WAGES:** If applicable, Vendor must comply with California Labor Code section 1720 et seq. and not pay not less than the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, including holiday and overtime work as well as employer payments for health and welfare, pension, vacation, and similar purposes.

**ARTICLE 50 - NO MODIFICATIONS:** This Purchase Agreement may not be amended or modified except in writing signed by District and Vendor

**ARTICLE 51 - Entire Agreement.** This Agreement and Attachment(s) constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.

**IN WITNESS WHEREOF,** this Purchase Agreement has been duly executed by the above named parties, on the day and year first above written.

**VENDOR:**

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT:**

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name



**COMPOSITES AUTOCLAVE  
RFP No. AVC2017/2018-14**

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**(CORPORATE SEAL)**