



Antelope Valley College District
Business Services - Purchasing and Contract Services
3041 W. Avenue K | Lancaster, CA 93536-5426
661-722-6310 | purchasing@avc.edu

**REQUEST FOR BIDS
FOR
MOBILE ENERGY CLASSROOM
RFB # AVC2016/2017-3**

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 December 12, 2016** sealed submittals for **Mobile Energy Classroom - RFB # AVC2016/2017-3**. Such submittals must be submitted in the format specified in the RFB, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. A public reading of offeror names shall be at 12:00 p.m. (PST) on December 12, 2016 in room A141 at the address stated above. 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> and the Public Purchase website. Bidders desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Bidders to receive up-to-date RFB notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFB.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Bids, or parts of any Bids, and to waive any irregularities or informalities in any Bid. All inquiries must be submitted in writing by **4:00 p.m. (PST) on December 5, 2016** to Angela Musial at purchasing@avc.edu.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Angela Musial
Buyer, Purchasing and Contract Services

Publication Dates:

1st: November 18, 2016

2nd: November 25, 2016

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NOTICE INVITING BIDS

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

**Mobile Energy Classroom
RFB # AVC2016/2017-3**

Sealed Bids must be received by, but **no later than 11:00 A.M. (PST), December 12, 2016**. Any changes to this RFB 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 RFB may be obtained from the District by contacting the District's Purchasing and Contract Services Buyer whose contact information is noted herein. The RFB is also available online at <https://www.avc.edu/administration/busserv/rfpbiddocs> and the Public Purchase website. Bidders desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Bidders to receive up-to-date RFB notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFB. In the event this RFB 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 RFB document.

Submittal of Bid. To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND (2) additional copies of the Bid shall be provided.** All materials submitted in response to this RFB 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 RFB 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 Bid.

Delivered Bids 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: Angela Musial Purchasing & 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: Angela Musial Purchasing & Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p> |
|--|--|

EMAIL OR FAXED BIDS WILL NOT BE ACCEPTED.

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

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

| RFB ACTIVITY | DATE & TIME (PST)* |
|---|---|
| Bid Advertisement Dates | 1st: 11/18/16 2nd: 11/25/16 |
| Last Day for Bidders to submit questions | 12/5/16 before 4:00 p.m. (PST) |
| Last day for District to Respond to questions | 12/8/16 before 5:00 p.m. (PST) |
| DEADLINE FOR SUBMISSIONS | 12/12/2016 before 11:00 a.m. (PST) |
| Public Opening of Bids 3041 W. Avenue K, Adm. Room A141 Lancaster, CA 93536 | 12/12/2016 12:00 p.m. (PST) |
| Anticipated Board Approval | 1/10/17 |
| Completion of manufactured and delivery date by | 4/15/17 |

*Dates may change with or without notice

It is the responsibility of the Bidder to verify that its Bid has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.

BIDS 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 Bid, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Bids which arrive after the deadline date/time listed. Any Bid received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Bids may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFB prior to the scheduled closing time for receipt of Bid. 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 Bid which shall remain in effect as stated until at least ninety (90) days after the due date for the Bid. Bids shall be signed by an authorized individual or officer submitting the Bid. If the Bidder is a corporation or limited liability company, the Bid shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security in an amount not less than ten percent (10%) of the maximum amount of bid: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) 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. 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. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the required documents within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.
3. Signature. All required bid forms and documents must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**
5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.
6. Examination of Contract Documents. Bidders shall thoroughly examine and be familiar with the Contract Documents and requirements. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document shall not relieve any bidder from obligations with respect to the bid or to the Purchase Agreement. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the Contract requirements.
7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.
8. Purchase Agreement. The Purchase Agreement Form which the successful bidder will be required to execute, is included in the Contract Documents and should be carefully examined by the bidder.
9. Errors/Discrepancies/Clarification/Interpretation of RFB. If any prospective bidder is in doubt as to the true meaning of any part of the RFB, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District to Angela Musial, Buyer for Purchasing and Contract Services at 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.
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 prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Purchase Agreement and provide the required documents

within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders.

12. 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 at 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
Attention: Executive Director of Business Services
3041 West Ave. K
Lancaster, CA 93536

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.

c. 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.

d. 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.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures

outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

14. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, completion ability, workload, organization available for the performance of the Purchase Agreement, and other factors pertinent to a Project of the scope and complexity involved.

15. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder shall secure payment of compensation to all employees. The bidder shall sign and file with the District the following certificate prior to performing the work under this Purchase Agreement: "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 contract." The form of such certificate is included as a part of the Bid Documents.

16. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The bidder agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the bidder agrees to require like compliance by any subcontractors employed on the work by such bidder.

17. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Contract Documents state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria;
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Purchase Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Purchase Agreement with the Specified Item(s), bidder's bid security will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. Any request for substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to any governmental agency having jurisdiction shall be on the bidder.

18. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit its bid security to the District.

19. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

20. Prevailing Wage & Apprentices. If applicable, bidders must comply with all prevailing wage requirements set forth in the Labor Code. The Vendor shall also comply with the provisions of California Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Vendor

shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Vendor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

21. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

22. Agreement to Terms and Conditions. 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.

23. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

24. Obtaining Bidding Documents. Bidding Documents, may be obtained at:
<https://www.avc.edu/administration/busserv/rfpbiddocs>

If you are having difficulty downloading Bid Documents, please email purchasing@avc.edu.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Purchase Agreement.

25. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

CHECKLIST OF MANDATORY BID FORMS

(For bidder's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- List of Subcontractors Form
- Vendor's Certificate Regarding Workers' Compensation
- Non-Collusion Declaration
- Certificate of Non-Discrimination
- Agreement to Terms and Conditions
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)

BID FORM

**RFB # AVC2016/2017-3 - MOBILE ENERGY CLASSROOM
FOR
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

BIDDER NAME: _____

ADDRESS: _____

TELEPHONE: () _____

FAX: () _____

EMAIL _____

TO: Antelope Valley Community College District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Purchase Agreement, the local conditions affecting the performance of the Purchase Agreement, the cost of the work at the place where the work is to be done, with the Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Purchase Agreement, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Purchase Agreement and complete all of the work in a workmanlike manner required in connection with:

**BID # AVC2016/2017-3
Mobile Energy Classroom**

in the District described above, all in strict conformance with the Contract Documents for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

| Number | Number | Number | Number | Number | Number | Number | Number |
|--------|--------|--------|--------|--------|--------|--------|--------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS
(\$ _____)

4. TIME FOR COMPLETION: Once the Bidder or Vendor has received the notice to proceed, the Vendor shall complete the work in the time specified in the Purchase Agreement. By submitting this bid, Vendor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Vendor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the maximum amount of bid: Bid bond, certified check, or cashier's check (circle one)

6. The required List of Subcontractors is attached hereto.

7. The required Certificate Regarding Workers' Compensation is attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The required Certificate of Non-Discrimination is attached hereto.

10. The required Agreement to Terms and Conditions is attached hereto.

11. The Substitution Request Form, if applicable, is attached hereto.

12. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Purchase Agreement in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District any required documents, all within five (5) calendar days after award of Purchase Agreement, and that the work under the Purchase Agreement shall be commenced by the undersigned bidder, if awarded the Purchase Agreement, by the start date provided in the District's Notice to Proceed, and shall be completed by the Vendor in the time specified in the Contract Documents.

13. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-

partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

14. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

15. The undersigned Bidder shall be licensed and shall provide the following license information:

Calif. Business License Number: _____

License Expiration Date: _____

Name on License: _____

Type of License: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

16. 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.

17. The bidder declares that he/she has carefully examined the locations of the proposed delivery sites, that he/she has examined the Contract Documents and all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

18. The bidders acknowledges and understands that the manufacture of the Mobile Energy Classroom Lab and all component parts required pursuant to the Specifications must be performed off-site and not on any District property. The Mobile Energy Classroom and all component parts required pursuant to the Specifications must be fully assembled off-site and delivered, along with the Base Vehicle, to the District by the date set forth in the Purchase Agreement Form.

I agree to receive service of notices at the e-mail address listed below. I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()

Phone Number

()

Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

LIST OF SUBCONTRACTORS FORM

| Description & Portion of Work | Name of Subcontractor | Location & Place of Business | License Type and Number (if applicable) |
|-------------------------------|-----------------------|------------------------------|---|
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Proper Name of Bidder: _____
Date: _____
Name: _____
Signature of Bidder Representative: _____

CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

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:

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

2. 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 employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

(Signature)

(Print)

(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 submitted with the bidder's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

CERTIFICATION OF NON-DISCRIMINATION

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 _____
(Type or print)

Title _____

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 _____
(Signature)

Name _____
(Type or print)

Title _____

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

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

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Antelope Valley Community College District (hereafter called "District") 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.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Purchase Agreement in writing for the manufacture and delivery of Mobile Energy Classroom lab.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Purchase Agreement or the attached Purchase Agreement Form and other required documents within five (5) calendar days after acceptance (properly completed in accordance with said Bid),

Then this obligation shall be void; otherwise, the same shall remain in 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 Purchase Agreement, or the call for bids, or the work to be performed thereunder, or the Specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Purchase Agreement, or the call for bids, or the work, or to the Specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

(continue on next page)

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By _____
Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

| | Specification Section | Specified Item | Requested Substituted Item | Bidder Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one) | District Decision (circle one) |
|-----|-----------------------|----------------|----------------------------|--|--------------------------------|
| 1. | | | | Yes No | Grant Deny |
| 2. | | | | Yes No | Grant Deny |
| 3. | | | | Yes No | Grant Deny |
| 4. | | | | Yes No | Grant Deny |
| 5. | | | | Yes No | Grant Deny |
| 6. | | | | Yes No | Grant Deny |
| 7. | | | | Yes No | Grant Deny |
| 8. | | | | Yes No | Grant Deny |
| 9. | | | | Yes No | Grant Deny |
| 10. | | | | Yes No | Grant Deny |
| 11. | | | | Yes No | Grant Deny |
| 12. | | | | Yes No | Grant Deny |

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Purchase Agreement and provide the Specified Item(s). If bidder refuses to execute the Purchase Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s bid security shall be forfeited.

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, manufacture, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the Contract Time for completion of the Project; and, (7) Vendor agrees to pay for any governmental review and approval costs, if any, associated with this substitution request.

The undersigned states that the following paragraphs are correct:

1. The proposed substitution does not affect the dimensions shown on any drawings.
2. The undersigned will pay for changes to the building design, including any governmental review and approval costs, if any, caused by the requested substitution.
3. The proposed substitution will have no adverse effect on the Contract Time.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the District to properly review the substitution request, within five (5) days following the opening of bids, the Vendor shall provide samples, test criteria, manufacturer information, and any other documents requested by the District, along with a document which provides a side by side comparison of key characteristics and performance criteria.

Name of Bidder: _____

By: _____

District: _____

By: _____

[End of Bid Documents to be Submitted with Bid]

AGREEMENT FORM

THIS 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 Mobile Energy Classroom ("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 the completed Mobile Energy Classroom as set forth in the Scope of Work and Technical Specifications for the District's acceptance and approval on or before **April 15, 2017**. 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 Agreement, the total sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the bid Vendor submitted. Payment shall be made within 45 days of Mobile Energy Classroom 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 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 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. 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 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 and 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 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 Agreement.

ARTICLE 12 - NON-CONFORMING GOODS: From date of receipt 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 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 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 Agreement. All dates and times stated herein by which Vendor shall 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 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 (\$1,000) 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 Agreement.

ARTICLE 16 - TERMINATION: District shall have the right to terminate this 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 Agreement are specially manufactured goods, and provided that Vendor is not in breach of any duty or requirement of this 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 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 Agreement for default, such termination shall be deemed to be for District's convenience.

ARTICLE 17 - PATENT INDEMNITY: Vendor warrants that it is fully vested with the right to sell and deliver the goods identified in this 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 Agreement infringes any patent.

ARTICLE 18 - 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 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 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 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) Any claims or allegations of violations of the American with Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973 by any party including, but not limited to, the U.S. Department of Education's Office for Civil Rights.

(E) The Vendor at his own cost, expense, and risk shall defend and indemnify the District from 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) and (D) above and pay or satisfy any judgment that may be rendered against any of them.

ARTICLE 19 - 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 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) Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.

(C) 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.

(D) 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.

(E) 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 Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any services under this Agreement. Vendor will be in material default of this Agreement if it fails to timely furnish these documents to the District.

ARTICLE 20 - 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 Agreement. All operations and materials shall be in accordance with the law.

ARTICLE 21 - 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 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 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 22 - 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 Agreement.

ARTICLE 23 - 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 Agreement.

ARTICLE 24 - NO ASSIGNMENT: Neither this 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 25 - GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

ARTICLE 26 - 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 Agreement, at law and in equity.

ARTICLE 27 - 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 28 - LIMITATION OF LIABILITY: The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this 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 Agreement for the services performed in connection with this Agreement.

ARTICLE 29 - INDEPENDENT CONTRACTOR: In the performance of this Agreement, Vendor shall act as an independent contractor. Vendor shall perform the services and obligations under this 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 Agreement. Vendor is not authorized to make any representation, contract or commitment on behalf of the District.

ARTICLE 30 - 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 31 - 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 32 - 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 33 - 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 34 - 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 35 - 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 36 - 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 37 - 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 38 - 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:

Mina Hernandez
Manager, 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 39 - 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 40 - 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 41 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this 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 Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 42 - COMPONENT PARTS OF THE CONTRACT: The Agreement entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Introduction and General Overview
- Scope of Work and Technical Specifications
- Bid Form
- List of Subcontractors Form
- Certificate Regarding Worker's Compensation
- Bid Guarantee Form
- Bid Bond Form
- Request for Substitution at Time of Bid
- Bidder Instructions
- Certification of Non-Discrimination
- Non-Collusion Declaration
- All Addenda as Issued
- Agreement Form

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 43 - 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 44 - NO MODIFICATIONS: This Agreement may not be amended or modified except in writing signed by District and Vendor.

ARTICLE 45 - 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.

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

Antelope Valley Community College District

VENDOR:

Typed or Printed Name

Edward Knudson
Superintendent/President

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature
(CORPORATE SEAL)

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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 will start no later than fall 2017 addressing 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 RFB

The District wishes to expand delivery of hands-on classroom training through the utilization of a mobile classroom equipped with wastewater, sustainability, and alternative energy instructional tools and equipment. Given that the present situation in the state of California regarding water is in crisis, conservation and utilization of water resources through trained individuals is imperative. The broad applications of these disciplines are important to the local economy. Therefore, incumbent workers in these areas are reaching retirement age and those departures are expected to bring 3,400 replacement positions which are eighteen percent (18%) of the current workforce in the near future.

This mobile classroom will educate students via theory and direct applications in water science, ecology and related specialties for occupations that are directly linked: Water Treatment Operator, Water Distribution Operator, Wastewater Treatment Operator, Wastewater Collections Operator, Water Quality Analyst, Water Conservation Specialist, Mechanic/Machinist, Electrical/Electrician Technician, Electron Maintenance and Technician/Instrument Technician, and Solar Technician. This mobile classroom will offer a multitude of employment opportunities for students.

SCOPE OF WORK:

The work covered in this section consists of furnishing all labor, material and services to manufacture, install, test, and deliver a complete Mobile Energy Classroom as indicated in this Scope of Work. Delivery of the work described in this Scope of Work shall include, but not be limited to, the following Basic Services:

1. **Engineering and Design:** The selected bidder shall provide all system engineering and design necessary to develop the complete systems described herein. Engineering and Design shall include preparation of all necessary electronic schematics, hardware drawings, systems diagrams,

schedules and lists. Additionally, final system design and configuration with the District, as well as on-site training and review with the District is required.

2. **Assembly/Installation:** The selected bidder shall procure and assemble all hardware and equipment, and any additional materials as required to deliver a completely functioning Mobile Energy Classroom per the approved designs.
3. **Punch List/Action Calendar:** Bidders will include in their Bid a punch list/action calendar notating the milestones from the award of contract through the delivery and training of the Mobile Energy Classroom.
4. **Software Programming:** The selected bidder shall perform all required software setup, configuration, and programming required to develop a complete operating system in accordance with this Scope of Work, including all control logic and push button component faceplate or interface programming.
5. **Testing and Adjustment:** The selected bidder shall perform all tests and adjustments, and perform all work required to properly configure the systems and to verify their performance in accordance with the information in this Scope of Work and the approved designs, prior to delivery to the District.
6. **Acceptance Testing:** Prior to District acceptance and hand-over of the completed Mobile Energy Classroom, the selected bidder shall demonstrate the operation of the complete systems, including all individual devices and specified control functions. Both subjective and objective tests may be required by the District to determine compliance with the information in this Scope of Work and the approved designs.
7. **Training:** The selected bidder shall provide technical training to District staff, instructing them on operation, maintenance and troubleshooting of all aspects of the Mobile Energy Classroom.
8. **Delivery and Setup:** The selected bidder is responsible for the delivery and setup of the Mobile Energy Classroom. Delivery of the Mobile Energy Classroom shall be coordinated with the District and received at Antelope Valley College, 3041 West Avenue K, Lancaster, California, 93536.
9. **Warranty:** The selected bidder shall warranty the Mobile Energy Classroom in accordance with the terms of the RFB and Contract Documents.
10. **504 and 508 Compliance:** Physical access, signage, and any technology implemented within, must comply with standards enumerated within the Americans with Disabilities Act, Sections 504 and 508.
11. **Required Permits:** List of any and all required permits that our District may need to acquire for the Mobile Energy Classroom.

MOBILE ENERGY CLASSROOM COMPONENTS:

1. Interior height minimum of eight (8) feet.
2. 44-foot Gooseneck triple axle mobile trailer, not to exceed 21,000 lbs. (loaded weight), to be pulled by one-ton truck with electrical connectivity for hitch.
3. Two side-mounted doors, on the same side of mobile classroom, that raise up to the exterior, or roll-up, for an open classroom to view the water treatment displays.
4. Two (2) side access doors with step-access, located on opposite side of item #2 above.
5. One (1) transportation door in rear of trailer with a slope floor for allowing moving equipment and ADA access.
6. Air conditioning/heating/electrical power powered by generator and solar panels.
7. 10kw Diesel Generator.
8. Solar panel system.

9. 12-foot long awning for outdoor demonstrations on the same side of item #2 above.
10. Graphics-wrap and logos on trailer; graphic design to be provided by District.
11. Computer lab - up to 10 stations; IT equipment shall be approved by Executive Director of ITS.
12. Two (2) 45" to 60" monitors; IT equipment shall be approved by Executive Director of ITS.
13. Interactive audio/visual program; IT equipment shall be approved by Executive Director of ITS.
14. Drinking water preparation simulator.
15. Wastewater Treatment Simulator – full operational system for processing industrial, commercial, residential waste water.
16. Rainwater Supply, Drainage, and Seepage Tank System to perform rain water filtration tests and experiments.
17. Industrial Desalination System to perform seawater purification tests and experiments. The process of producing drinking water from sea water will be controlled by Students.
18. Hydrostatics Demonstrator Bench to perform water analysis test and experiments.
19. Solar trainer for study and experiments.
20. Dimensions of the Mobile Energy Classroom shall meet all California Vehicle Code (VEH) requirements.

HARDCOPY PROJECT RECORD DOCUMENTS:

The selected bidder will be required to provide the following hardcopy project record documents in a binder with section dividers and a table of contents:

1. **Product Information:** Binders which shall consist of all product literature, manuals, software and other material provided by equipment manufacturers with the Mobile Energy Classroom. Material shall be assembled in the binders with section dividers and a table of contents.
2. **Warranty Documentation:** Warranty start and end dates for each individual piece of equipment provided.
3. **Support Services:** Detailed explanation of procedures for obtaining telephone support and on-site service during selected bidder's warranty period.
4. **Preventative maintenance:** Documentation and recommended dates for service calls.
5. **Final Equipment List:** Itemized listing by system including serial numbers for each item.

WARRANTY & MAINTENANCE SUPPORT:

1. **Basic Warranty**
 - a. Basic Warranty shall be provided by the selected bidder to include, but not limited to, repair or replacement for three years.
2. **Day-One Support**
 - a. As part of the warranty, training and installation completion, the selected bidder will provide on-site training coordinated and mutually agreed to by the parties to support the staff and instructors in equipment use. Selected bidder shall include a minimum of one certified technician to be present to resolve any issues that may arise, and to provide basic operational support in the early usage stages.
3. **Preventative Maintenance**
 - a. Bidders should provide optional preventative maintenance package(s). Preventative Maintenance shall include, but not limited to, the following:
 - i. Undercoating
 - ii. Weather proofing/rust resistance
4. **Extended Warranty**

- a. The selected bidder may elect to propose to the District the offer of Extended Warranty coverage for the Mobile Energy Classroom. Extended Warranty shall be any optional warranty service offered by the selected bidder and accepted by the District that expand on and complement the Basic Warranty coverage required by this Scope of Work. Any provisions of Extended Warranty coverage shall not release the selected bidder from responsibility for performance of all requirements under the Basic Warranty coverage.
5. **Software Support**
- a. If software is included in bid, the selected bidder shall provide Software Support/Maintenance.

END OF SECTION