

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

26455 ROCKWELL CANYON ROAD  
SANTA CLARITA, CA 91355

Phone: 661-362-3476

Fax: 661-362-5480

**REQUEST FOR BID (“RFB”) – MILLING AND TOOLING EQUIPMENT**

RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM

RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM

RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM

RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM

**NOTE: PLEASE READ ALL DOCUMENTS  
BEFORE PROCEEDING WITH A RESPONSE**

**Issue Date:** March 2, 2021

**Advertising Dates:** March 2, 2021  
March 9, 2021

**Last Day for Questions:** March 16, 2021

**Bid Opening Date & Time:** March 23, 2021 at 3:00 PM

Faxed or electronic responses will NOT be accepted.  
Original RFB must have original ink signatures.

**Bid Proposal Delivery Location:**

**Contracts, Procurement and Risk Management Office**

**Attn: Sharlene Nguyen, Senior Buyer**  
**Santa Clarita Community College District**  
**University Center – Room #257**  
**26455 Rockwell Canyon Road**  
**Santa Clarita, CA 91355**

The District is not responsible for late RFB's or for RFB's delivered to any other location.

## TABLE OF CONTENTS

	Page
Advertisement for Bid	3
Anticipated Timeline	4
Introduction	5
Scope of Equipment / Specifications:	8
• RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM	9
• RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM	10
• RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM	11
• RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM	11
Bid Preparation Instructions	12
General Terms and Conditions	14

<b>Bid Forms – Complete one set of ALL forms and responses listed in this boxed section for each Bid.</b>	
Bid Documents Cover Sheet	19
Bidder Information	20
References	21
Certifications and Affidavits	22
<b>Bid Schedules and Proposals:</b>	
Bid Schedule #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM	25
Bid Proposal #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM	27
Bid Schedule #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM	29
Bid Proposal #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM	31
Bid Schedule #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM	33
Bid Proposal #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM	35
Bid Schedule #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM	37
Bid Proposal #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM	39
<b>Supplemental Documents:</b>	
Site Readiness Requirements	41
Voluntary Product Accessibility Template (“VPAT”)	42
Data Security Questionnaire	43
Additions/Deletions/Exceptions	45

<b>Award Document</b> - (Informational Document. Only Successful Bidder is asked to sign these documents - subject to minor revisions made at the District’s sole discretion.)	46
▪ Agreement Example	

## ADVERTISEMENT FOR BIDS IN THE SIGNAL

PLEASE RUN THE FOLLOWING AD AS SPECIFIED BELOW:

**The Signal - 1st PUBLICATION DATE: March 2, 2021**  
**The Signal - 2nd PUBLICATION DATE: March 9, 2021**

NOTICE IS HEREBY GIVEN that the SANTA CLARITA COMMUNITY COLLEGE DISTRICT, Santa Clarita, CA, Los Angeles County, acting by and through its Governing Board, hereinafter referred to as the District, will receive sealed Bids for the award of an agreement for the following:

### **MILLING AND TOOLING EQUIPMENT**

RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM

RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM

RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM

RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM

**Sealed Bids** must be delivered to the location below on or before **March 23, 2021, NO LATER THAN 3:00 PM (Pacific Time)** to be promptly opened in public:

Santa Clarita Community College District  
**ATTN: Contract, Procurement and Risk Management Services**  
26455 Rockwell Canyon Road – **University Center, Room #257**  
Santa Clarita, CA 91355

Bidders interested in submitting a Bid should formally request Bid Documents from Contract, Procurement and Risk Management Services, at [shar.nguyen@canyons.edu](mailto:shar.nguyen@canyons.edu). Oral requests, via telephone or in person, will not be honored. District shall create a list of potential Bidders comprised of those who formally request Bid Documents ("Potential Bidders"). The District will provide further information to Potential Bidders regarding the requirements of the Request for Bid ("RFB") via email to the Potential Bidders and posting on the District's website at <http://www.canyons.edu/Offices/CPRM/Pages/Bid-Opportunities.aspx>. Thus, all interested Bidders must submit a request to District for the Bid Documents and provide a valid email address to receive further information. Each Bid must conform to the Bid Documents, including but not limited to, Scope of Equipment, Specifications, Bid Preparation Instructions, all Terms and Conditions, and Bid Forms. Any Bid that is submitted late and/or does not conform to the requirements set forth in this RFB Document may be rejected as non-responsive.

**NOTE: Bids submitted by fax or email are NOT acceptable.** Bidders are solely responsible for ensuring their Bids are received by District at the time, date and location shown above. District is not responsible for any delays in mail delivery.

Bids may be withdrawn, upon written request, at any time prior to the scheduled Bid Opening Date. However, no Bidder may withdraw their Bid for a period of one hundred eighty (180) calendar days after the date set for the Bid opening. The District reserves the right to reject any and all Bids or to waive irregularities in any Bid.

By Order of the Governing Board of the  
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

*Shar Nguyen*

Sharlene "Shar" Nguyen, Senior Buyer  
Contract, Procurement and Risk Management Services  
Santa Clarita Community College District

**ANTICIPATED TIMELINE**  
Subject to change at District's sole discretion

**MILLING AND TOOLING EQUIPMENT**

RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM  
RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM  
RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM  
RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM

Bid Issue Date	March 2, 2021
Advertising Dates	March 2, 2021 and March 9, 2021
Last Date for Clarification/Interpretation or Questions	March 16, 2021
Bid Opening Date and Time (Pacific Time)	March 23, 2021 at 3:00 p.m.
Evaluation of Bids	March 24-29, 2021
Reference Verifications	March 30-31, 2021
Notice of Intent to Award	April 1, 2021
Approval of Agreement / Award to Bidder Date	April 14, 2021
Equipment Must Be Received On or Before	June 30, 2021

# INTRODUCTION

## 1. BACKGROUND

Established in 1969, College of the Canyons is among the fastest growing community colleges in the nation. It is widely recognized as a model community college for enhancing student access, success, and equity. In fact, its completion rates rank among the highest in the state. The college has also established a well-deserved reputation for bolstering economic development, and offering innovative career technical education responsive to industry needs.

Guided by visionary leadership, College of the Canyons serves the dynamic, growing Santa Clarita Valley and surrounding regions within a 367-square-mile area of northern Los Angeles County. A steady infusion of new residents and businesses creates a spirit of possibilities that inspires the college to be flexible, creative, and attuned to the evolving needs of the community. The growing diversity of the community is mirrored by the college, which qualifies as a Latino-serving institution.

College of the Canyons is housed on two campuses – Valencia and Canyon Country. It features 99 degree and 122 certificate programs, along with 61 career education programs. Classes are offered during traditional fall and spring semesters, as well as shorter, intensive summer and winter sessions.

Because of the college's commitment to meeting the needs of the community, local voters have approved three bond measures since 2001. The college also secures substantial funds from the state, and millions of dollars in grants each year that allow new, cutting-edge programs to be developed and facilities to be built to accommodate them. Given its commitment to growth and innovation, College of the Canyons sets a new standard for what a college can achieve. It is a vital cultural, educational and economic force in the region.

## 2. GENERAL OVERVIEW

This Milling and Tooling Equipment will provide hands-on experiences in a community college or high school setting in the areas of mechanical safety, measurement, gauging, and assembly. All equipment must include online learning systems that include student curriculum and instructor's guides, which can be used in either a self-paced or lecture-lab environment. The instructor's curriculum must include all testing, authentic (skills) assessment resources, and rubrics for consistent student assessment.

- **Lock-Out/Tag-Out Training System** - The Lock-Out/Tag-Out training system will support individual and small team activities, as well as more complex, multi-discipline simulated activities. Students will gain a strong foundation in the conceptualizing skills, planning, and detailed safe work practices needed to perform potentially-dangerous work activities in an industrial environment.
- **Portable Measurement Tools Learning System** - The portable measurement training system will provide industry-standard measurement tools used in various technical career paths including manufacturing, and engineering. This learning system will include dial and digital calipers, micrometers, steel rules, dial indicator with magnetic base, a gauge block, and small hole gauges. Additional measurement components, such as rectangular plates, shapes of varying dimensions, and disks with machined lips will be provided to help students use measuring devices to gain hands-on practice and skills.
- **Portable Precision Gauging Learning System** - The Portable Precision Gauging Learning System will cover the fundamentals of basic measurement, precision measurement, direct gauging, indirect gauging, and dimensional measurements using both the U.S. customary system and the SI metric system all within a mobile, highly durable product. Measurement is a cornerstone of all technical career paths and a major part of quality assurance, which helps to keep product quality high and costs low.
- **Mechanical Fabrication Learning System** – The Mechanical Fabrication Learning System will teach skills required for mechanical assembly. Students will learn about the types of bolts, wrenches and other fittings commonly used in industry and how to properly apply them. This includes pneumatic fabrication fittings and testing fittings with air and a liquid soap solution to determine if a pressure type seal has been made. This system will cover skills ranging from c-clamps, vises, and pliers, to torque tools, torque wrenches, and power tools. Student applications in the curriculum emphasize safety rules and step by step tutorials to ensure safety of students and proper usage of tools.

### 3. REQUESTS FOR INFORMATION

If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, finds discrepancies, errors or omissions therein, or finds variances in any of the Bid Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. All communications and any questions or comments relative to this RFB, whether of a technical or a general nature, following the Bid issue date, must be directed via email to the contact person named below at the email specified ("District Contact"):

**District Contact Person:** Sharlene Nguyen, Senior Buyer  
Email: [shar.nguyen@canyons.edu](mailto:shar.nguyen@canyons.edu)

Bidders are specifically instructed that *no telephonic or otherwise oral communications may be addressed* in regard to this RFB. Additionally, no oral response to any Potential Bidder from any District staff member or hired third party to this RFB will have any validity in regard to this RFB. All questions regarding this RFB must be made in writing in accordance with the requirements set forth herein and will be shared with all other Potential Bidders via email and posted on the District's website at <http://www.canyons.edu/Offices/CPRM/Pages/Bid-Opportunities.aspx>. Bidders are solely responsible for reviewing the District's website periodically to obtain all answers and updates. District is not responsible for any delays or problems with emails and does not guarantee that all Potential Bidders will receive email responses. In order to be considered a Potential Bidder and receive clarification emails from the District, Bidder must submit a formal request for Bid Documents to District's Contact Person shown above. Any statement made by any District employee outside of this RFB question process shall not be considered a part of the RFB process and will not be binding on the District. The District reserves the right to reject any Bid submitted by any party attempting to contact District employees outside of the RFB question process. Any interpretation or correction of the Bid Documents shall be made only by written addendum duly issued by the District. A copy of any such addendum will be emailed to Potential Bidders receiving a RFB and posted on the District's website noted above. Bidders are solely responsible for reviewing the District's website periodically to obtain all answers and updates.

**Note:** Requests for questions, clarification or interpretation of the Bid Documents must be made on or before seven (7) calendar days or more before the scheduled opening of Bids. Any such requests made six (6) calendar days or less before the scheduled opening of Bids shall be deemed untimely and be construed to be a waiver to any discrepancy, defect or conflict herein. It is the sole and exclusive responsibility of the Bidder to submit such request in sufficient time for the District's response thereto and delivery of such response to all Bidders prior to the scheduled Bid opening date. Unless otherwise directed through the RFB question process, Bidders are instructed to assume the more stringent requirement in case of any perceived ambiguity in this RFB. Upon submitting a Bid, all Bidders warrant and attest that they understand the requirements set forth in this RFB and have the ability to provide all services necessary to meet the requirements set forth in this RFB.

**END OF INTRODUCTION**

## **SCOPE OF EQUIPMENT AND SPECIFICATIONS**

- **RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM**
- **RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM**
- **RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM**
- **RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM**

### **IMPORTANT NOTES:**

- 1. Bidder may Bid on one or more of the above Bids.**
- 2. One Bid per piece of Equipment.**
- 3. Each Bid should be priced individually.**
- 4. There are no Equipment groupings.**

## SCOPE OF EQUIPMENT / SPECIFICATIONS

### RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM

#### A. GENERAL SPECIFICATIONS

**Your completed Bid must include:**

1. A minimum one (1) year warranty. Note: Maintenance costs/maintenance agreement cannot be included in the Bid.
2. Los Angeles County **sales tax of 9.5%** as a separate line item.
3. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
4. Delivery of Equipment no later than **June 30, 2021**.
5. Bidder is required to advise District of any special considerations, including but not limited to:
  - a. Space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.
  - b. Known compatibility issues with other equipment intended for educational and training usage.
  - c. Site readiness requirements.
6. Since computer licenses for instructional purposes are part of this RFB, Bidder must indicate on the Bid which of the two scenarios is applicable:
  - a. Bidder will provide one (1) software license which can be copied to student laptops in classroom, or
  - b. Bidder will provide individual software licenses to be installed on classroom computers or network.
7. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.
8. Provide technician/trainer to assemble, connect, and ready the system for use. Technician must formally instruct District faculty and staff on Equipment set-up, operation and relevant classroom usage. A minimum of one (1) technician/trainer for a total of eight (8) hours at the COC Valencia campus location is required.

#### B. EQUIPMENT SPECIFICATIONS

ITEM: LOCK-OUT/TAG-OUT TRAINING SYSTEM

QUANTITY: Two (2)

USAGE: For instructional and education purposes in a higher education materials laboratory setting. Automated system with computer controlled test parameters will facilitate the ease of use for students and instructors.

**All Equipment quoted must meet, at a minimum, the specifications set forth below OR EQUAL.**

- SPEC 1: Two (2) PVC Process Tanks  
SPEC 2: One (1) PVC Process Network  
SPEC 3: One (1) HP Magnetic Drive Centrifugal Pump  
SPEC 4: One (1) Local Manual Starter  
SPEC 5: One (1) Three-Drain Manifold  
SPEC 6: One (1) Fused Disconnect Box  
SPEC 7: One (1) In-Line GFI Protector  
SPEC 8: Two (2) Three-Way Ball Valves  
SPEC 9: One (1) Lock-Out and Tagging Tool Kit  
SPEC 10: One (1) User Manual  
SPEC 11: One (1) Safety Manual  
SPEC 12: Minimum One (1) Year Warranty  
SPEC 13: Software License(s)  
SPEC 14: Minimum One (1) Technician to Provide On-Site Installation and Training (Eight [8] hours)



## SCOPE OF EQUIPMENT / SPECIFICATIONS

### RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM

#### A. GENERAL SPECIFICATIONS

**Your completed Bid must include:**

1. A minimum one (1) year warranty. Note: Maintenance costs/maintenance agreement cannot be included in the Bid.
2. Los Angeles County **sales tax of 9.5%** as a separate line item.
3. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
4. Delivery of Equipment no later than **June 30, 2021**.
5. Bidder is required to advise District of any special considerations, including but not limited to:
  - a. Space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.
  - b. Known compatibility issues with other equipment intended for educational and training usage.
  - c. Site readiness requirements.
6. Since computer licenses for instructional purposes are part of this RFB, Bidder must indicate on the Bid which of the two scenarios is applicable:
  - a. Bidder will provide one (1) software license which can be copied to student laptops in classroom, or
  - b. Bidder will provide individual software licenses to be installed on classroom computers or network.
7. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.

#### B. EQUIPMENT SPECIFICATIONS

ITEM: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM  
QUANTITY: Three (3)  
USAGE: For instructional and education purposes in a higher education materials laboratory setting. Automated system with computer controlled test parameters will facilitate the ease of use for students and instructors.

**All Equipment quoted must meet, at a minimum, the specifications set forth below OR EQUAL.**

- SPEC 1: One (1) Portable Console  
SPEC 2: One (1) Dial Caliper  
SPEC 3: One (1) Digital Caliper  
SPEC 4: One (1) Rule Set  
SPEC 5: One (1) Micrometer Set  
SPEC 6: One (1) Dial Indicator  
SPEC 7: One (1) Computer Interface  
SPEC 8: One (1) Standard Parts Package  
SPEC 9: One (1) Data Management Software  
SPEC 10: One (1) Student Curriculum - Interactive PC-Based Multimedia  
SPEC 11: One (1) Instructor's Guide  
SPEC 13: One (1) Instructor's Resource Print CD  
SPEC 14: One (1) Installation Guide  
SPEC 15: One (1) Student Reference Guide

## SCOPE OF EQUIPMENT / SPECIFICATIONS

### RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM

#### A. GENERAL SPECIFICATIONS

**Your completed Bid must include:**

1. A minimum one (1) year warranty. Note: Maintenance costs/maintenance agreement cannot be included in the Bid.
2. Los Angeles County **sales tax of 9.5%** as a separate line item.
3. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
4. Delivery of Equipment no later than **June 30, 2021**.
5. Bidder is required to advise District of any special considerations, including but not limited to:
  - a. Space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.
  - b. Known compatibility issues with other equipment intended for educational and training usage.
  - c. Site readiness requirements.
6. Since computer licenses for instructional purposes are part of this RFB, Bidder must indicate on the Bid which of the two scenarios is applicable:
  - a. Bidder will provide one (1) software license which can be copied to student laptops in classroom, or
  - b. Bidder will provide individual software licenses to be installed on classroom computers or network.
7. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.

#### B. EQUIPMENT SPECIFICATIONS

ITEM: PORTABLE PRECISION GAUGING LEARNING SYSTEM

QUANTITY: Three (3)

USAGE: For instructional and education purposes in a higher education materials laboratory setting. Automated system with computer controlled test parameters will facilitate the ease of use for students and instructors.

**All Equipment quoted must meet, at a minimum, the specifications set forth below OR EQUAL.**

- SPEC 1: One (1) Portable Console
- SPEC 2: One (1) Dial Caliper
- SPEC 3: One (1) Rule Set
- SPEC 4: One (1) Micrometer Set
- SPEC 5: One (1) Dial Indicator
- SPEC 6: One (1) Step Gauge
- SPEC 7: One (1) Thread Gauge
- SPEC 8: One (1) Plug Gauge
- SPEC 9: One (1) Dial Depth Gauge
- SPEC 10: One (1) Dial Bore Gauge
- SPEC 11: Three (3) Test Shafts
- SPEC 12: One (1) Standard Parts Package
- SPEC 13: One (1) Student Curriculum - Interactive PC Based Multimedia
- SPEC 14: One (1) Instructor's Guide
- SPEC 15: One (1) Instructor's Resource Print CD
- SPEC 16: One (1) Installation Guide
- SPEC 17: One (1) Student Reference Guide

## SCOPE OF EQUIPMENT / SPECIFICATIONS

### RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM

#### A. GENERAL SPECIFICATIONS

##### Your completed Bid must include:

1. A minimum one (1) year warranty. Note: Maintenance costs/maintenance agreement cannot be included in the Bid.
2. Los Angeles County **sales tax of 9.5%** as a separate line item.
3. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
4. Delivery of Equipment no later than **June 30, 2021**.
5. Bidder is required to advise District of any special considerations, including but not limited to:
  - a. Space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.
  - b. Known compatibility issues with other equipment intended for educational and training usage.
  - c. Site readiness requirements.
6. Since computer licenses for instructional purposes are part of this RFB, Bidder must indicate on the Bid which of the two scenarios is applicable:
  - a. Bidder will provide one (1) software license which can be copied to student laptops in classroom, or
  - b. Bidder will provide individual software licenses to be installed on classroom computers or network.
7. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.

#### A. EQUIPMENT SPECIFICATIONS

ITEM: MECHANICAL FABRICATION LEARNING SYSTEM  
QUANTITY: Two (2)  
USAGE: For instructional and education purposes in a higher education materials laboratory setting. Automated system with computer controlled test parameters will facilitate the ease of use for students and instructors.

##### All Equipment quoted must meet, at a minimum, the specifications set forth below OR EQUAL.

- SPEC 1: One (1) Workstation  
SPEC 2: One (1) Construction Panel  
SPEC 3: One (1) Fabrication Parts Kit  
SPEC 4: One (1) Mechanical Parts Kit  
SPEC 5: One (1) Fabrication Tools Kit  
SPEC 6: One (1) Mechanical Fabrication Component Set  
SPEC 7: One (1) Fabrication Parts Set  
SPEC 8: One (1) Mechanical Tools Kit  
SPEC 9: One (1) Hardware Kit  
SPEC 10: One (1) Bolt Stretch Kit  
SPEC 11: One (1) Student Curriculum - Interactive PC-Based Multimedia  
SPEC 12: One (1) Instructor's Guide  
SPEC 13: One (1) Instructor's Resource Print CD  
SPEC 14: One (1) Installation Guides  
SPEC 15: One (1) Student Reference Guide.

**END OF SCOPE OF EQUIPMENT / SPECIFICATIONS**

## BID PREPARATION INSTRUCTIONS

1. Bid Documents – Information requested must be furnished completely, in compliance with the instructions. Bids shall be made on the forms contained herein and shall be completed in ink or typewritten and be properly executed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing Bid documents and forms. Bids must be legible, consistent and non-ambiguous. Additional pages may be attached as necessary. Unnecessarily elaborate brochures or other presentations beyond that requested or sufficient to present a complete and effective Bid are neither necessary nor desired.

District, at its sole discretion, may reject any Bid that fails to provide any information required herein, is incomplete or indirect, is not submitted on the forms provided in the RFB, and/or fails to properly organize or label the provided information. Bidders are solely responsible for ensuring their Bid accurately reflects the Equipment offered to the District and shall be bound by all statements made therein. Any tampering with, or altering of, the Bid documents will automatically render Bid as “non-responsive” and it will be rejected.

2. Bid Submission – To facilitate the evaluation process, each Bidder shall submit the following (per Bid): One complete electronic version on a USB flash drive, and one (1) original and three (3) copies of the Bid. All Bids shall be printed on 8 ½” x 11” paper, in portrait orientation, and 11 or 12 point Arial, Calibri or Times New Roman font.

The documents shall be securely sealed in an envelope or box with the following clearly written on the outside:

- Bid name
- Bid number
- Bidder's Name
- Bid opening date and time

Bids shall be delivered to:

Sharlene Nguyen, Senior Buyer  
Contract, Procurement and Risk Management Services  
University Center – Room #257  
Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355

District is not responsible for late Bids or for Bids delivered to any other location regardless of the cause. Bids received after the time specified for Bid opening or at a place other than that stated above will be rejected and returned unopened. Bids and other documents responding to the RFB become the exclusive property of the District upon submittal of same to the District.

3. Bid Signatures – All signatures on Bid Documents must be in ink and signed by an authorized individual or officer fully authorized to bind the organization to the terms and conditions herein. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president or other person authorized to bind the corporation in this matter. When requested by District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid.
4. One Bid Per Piece of Equipment - No individual or business entity of any kind shall be allowed to make, file or be interested in more than one (1) Bid per piece of Equipment.
5. Rights of the District - Issuance of this RFB and receipt of Bids does not commit the District to award an Agreement. The District expressly reserves the right to postpone the Bid opening date for its own convenience, to accept or reject any or all Bids received in response to this RFB, or to cancel all or part of this RFB. District shall not be responsible for any costs or expenses incurred by a Bidder in the preparation and submission of a Bid nor for any work performed pursuant to this RFB.
6. Bid Evaluation – Bids will be examined and evaluated by a select number of District employees to determine if the Bid meets the requirements set forth herein. The method by which Bids are assessed shall be at the sole discretion of the District.

The District may consider any of the following when evaluating bids:

- The total cost of purchase, use, and consumption of equipment, supplies, and materials.

- The operational cost or benefit incurred by the District.
- The quality and effectiveness of equipment, supplies, materials, and services.
- The ability of software to support accessibility features as outlined by the Web Content Accessibility Guidelines 2.0, Level AA criteria (WCAG 2.0, AA)
- The capability of software to keep personal information/private data protected.
- The reliability of delivery and installation schedules.
- The terms and conditions of product warranties and Bidder guarantees.
- The financial stability of the Bidder.
- The Bidder's quality assurance program.
- The Bidder's experience with the provisions of equipment, supplies, materials, and services within the industry.
- The consistency of the Bidder's proposed equipment, supplies, materials, and services with the District's overall supplies and materials procurement program.
- The economic benefits to the local community, including, but not limited to, job creation and retention.
- The environmental benefits to the local community.

Bidders must confirm that they will enter into an Agreement with District including all terms, conditions, and requirements set forth herein. The process to be used by the District to award a successful Bidder to provide the Equipment described in this RFB will be as follows:

- a. District staff will review, analyze and evaluate Bids to determine the lowest, responsible Bid meeting terms, conditions, and specifications of this RFB, whose proposal offers the best value to the District.
  - b. Any Bid Proposal with significant omissions may be rejected.
  - c. Demonstration of specified proposed Equipment shall be made readily available to the District for on-site comprehensive testing and evaluation to ensure the Equipment meets the requirements set forth herein.
  - d. District shall be the sole judge of whether the Equipment provided meets the requirements of this RFB.
  - e. The District, in accordance with procedures and criteria established by the governing Board, shall recommend one vendor per Bid to the District's Board of Trustees.
7. Board Approval of Bid and Agreement - In accordance with Education Code Section 81655, an Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted. No Bidder shall be entitled to any compensation for any work, service, product or equipment provided to the District for any reason unless and until a valid Agreement is approved by District's Board of Trustees nor shall any Bidder be entitled to rely on any statement or written document alleged to be a binding Agreement on the District unless and until such Agreement is approved by the Board of Trustees. Once an Agreement is approved by the Governing Board, any revisions to the approved Agreement must also be approved or ratified by the Board of Trustees. In no event shall the successful Bidder construe any oral statement as a binding Agreement or change to an existing Agreement unless accompanied by appropriate and approved written documentation.
8. Acceptance After Installation – The successful Bidder will enter into an Agreement with District. Equipment installed under this Agreement shall be subject to an acceptance test and shall be deemed to have passed such acceptance test if, and when, after installation of the Equipment at the District's premises:
- a. The successful Bidder or its authorized representative(s) has executed diagnostic routines on the Equipment and certified to the District in writing that the Equipment is ready for use by the District.
  - b. The successful Bidder has executed on the Equipment such series of tasks and verification procedures, as the District may require, enabling the District to determine that the Equipment performs in accordance with the District's requirements and the manufacturer's specifications.
  - c. If District, at its sole discretion, determines that Equipment installed does not meet the requirements set forth herein, District may reject Equipment, in which case, the successful Bidder, at no cost to District, will replace Equipment or provide the repairs necessary to rectify the defect identified by District.

## **END BID PREPARATION INSTRUCTIONS**

## GENERAL TERMS AND CONDITIONS

1. **SAMPLE AWARD DOCUMENT** – A sample of the Agreement is provided in the “Sample Award Document” section of this RFB. The Terms and Conditions of the Sample Agreement are incorporated herein and made a part of these General Terms and Conditions.

2. **DISTRICT’S PURCHASE ORDER** – The successful Bidder will be issued a District Purchase Order. The District’s Purchase Order Terms and Conditions can be found on the District’s website at: <http://www.canyons.edu/Offices/CPRM/Pages/Purchasing-Terms-and-Conditions.aspx>. The Terms and Conditions of the District’s Purchase Order are incorporated herein and made a part of these General Terms and Conditions.

3. **BID PRODUCTS, EQUIPMENT AND SERVICES (“EQUIPMENT”)** - All Equipment provided under this RFB shall meet or exceed the requirements in the RFB Scope of Equipment and shall comply with all federal and California State laws governing their production, handling, processing and labeling. By submitting a Bid, Bidder hereby warrants and represents that all Equipment offered herein will comply with all applicable regulations and shall be solely responsible in the event any Equipment or statement violates any such regulations. Failure to provide Equipment shall be considered sufficient cause for default action under the default provision of this RFB.

4. **EXAMINATION OF BID DOCUMENTS** - Bidders shall thoroughly review and be familiar with the Bid Documents, including but not limited to, all Terms and Conditions, Scope of Equipment, Specifications and forms. The failure or omission of any Bidder to receive or examine any of the Bid Documents, forms, instruments, addenda or other documents shall not relieve such Bidder from any obligation with respect to the Bid, the Agreement or Equipment required under the RFB. The District assumes no responsibility or liability to a Bidder for, nor shall the District be bound by any understandings, representations or agreements of the District’s agents, employees or officers concerning this RFB, including the Scope of Equipment, made prior to the execution of the Agreement. The submission of a Bid shall be deemed prima facie evidence of the Bidder’s full compliance with requirements of this section.

5. **FAILURE TO BID** - If you do not wish to Bid on any line item, mark "no Bid" in the space provided, sign it and return the Bid, otherwise your name may be removed from the Bidder's mailing list.

6. **DISTRICT’S RIGHT TO MODIFY BID DOCUMENTS** - Prior to the public Bid opening, the District expressly reserves the right to modify the RFB, including but not limited to, all Terms and Conditions, Scope of Equipment, and forms, or any portion(s) thereof by the issuance of written addenda posted on the District’s website and disseminated to all Potential Bidders via email who have obtained a copy of the RFB pursuant to the Request for Bid advertisements. In the event the District modifies any portion of the RFB pursuant to the foregoing, the Bid submitted by any Bidder shall be deemed to include any and all modifications reflected in any addenda issued.

7. **ADDENDA OR BULLETINS** - Any addenda or bulletins issued during the Bid process shall form part of the specifications issued to Bidders for the preparation of their Bids and shall constitute part of the Bid Documents. Bidder must acknowledge, in their Bid, receipt and incorporation of any Addenda or bulletin.

8. **BID EXTENSIONS** - Pursuant to Education Code, Section 81644, an Agreement with the successful Bidder, and therefore the requirements set forth in this RFB and the resulting Bid, may be extended by mutual consent expressed in writing for two (2) additional six-month increments (total potential Bid life of eighteen (18) months from District award).

9. **BIDDER MODIFICATIONS TO BID** - Bidder changes in, or additions to, the Bid Documents, recapitulations of the Equipment being proposed, alternative Bids, or any other modification of the Bid Documents which is not specifically called for or permitted may result in the District’s rejection of the Bid. No oral or telephonic modifications of any Bid will be considered.

10. **ACCEPTANCE/REJECTION OF BID** - The District reserves the right to accept or reject any and all Bids, to waive any informalities or irregularities in the Bids or proposing, to be sole judge as to the merit and quality of the Equipment proposed including materials, products or services, and its compliance to the Scope of Equipment and the requirements and needs of District as set forth herein. Bids may be rejected on grounds of non-responsibility. Bids are subject to acceptance or rejection at any time within sixty (60) days after opening of same unless otherwise stipulated.

11. **WITHDRAWAL OF BID** - A Bidder may withdraw its Bid without prejudice prior to the time and date set for Bid opening by submitting a written, signed request to the District’s contact person and received by that person prior to the time designated for receipt of Bids. If this occurs, the Bid will be returned to the Bidder unopened. Withdrawn Bids may be resubmitted up to the time designated for the Bid opening provided that they are in full conformance with the RFB. A Bidder may not withdraw its Bid for a period of one hundred eighty (180) days after the time and date set for Bid opening.

12. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES OR LIMITATIONS ON NUMBER OF ORDERS** - Upon award of Bid, successful Bidder shall keep sufficient stocks of Equipment product and service material to insure prompt delivery and service schedules. District anticipates quantities shown on the Bid Documents. District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. Bidders shall not specify minimum or maximum quantities or charges for specific order types.

13. **PRICING** - Pricing on the Bid Proposal shall be net including all discounts. In the event of inconsistencies in pricing on the Bid Proposal, District will look to the written amount and reserves the right, at the District's sole discretion, to reject a Bid with such inconsistency as "non-responsive". When applicable, the extensions of unit prices for quantities indicated and the lump sum prices stated by the Bidder must be entered in figures in the spaces provided in the Bid Documents. If unit price and extension are shown and there is a discrepancy between the two, the unit price will be considered correct and shall be binding on Bidder. All pricing provided by Bidder will remain valid and shall not change throughout the Term of the Agreement. In the event of a general price decrease, the District reserves the right to revoke the Bid award unless the decrease is passed on to the District.

14. **FEDERAL EXCISE TAX** - Do not include or add Federal Excise Tax, as the District is exempt. All other taxes, fee, and charges applicable to the Equipment required herein must be included in the Bid response.

15. **DELIVERY PRICING AND DELIVERY** - Propose all items to be delivered **prepaid to Santa Clarita Community College District**. All items shall be delivered to the address as identified on the Purchase Order. All costs for delivery, drayage, insurance, freight or the packing of said items are to be borne by the Bidder. All shipments are to be accompanied by a packing slip and the Purchase Order number shall appear on all cases and packages. Where freight is paid by the District, specify freight as a non-taxable item unless otherwise directed.

16. **STANDARD COMMERCIAL USE** - The Bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the Equipment offered under this Bid have been placed in regular commercial use and that adequate spare genuine parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

17. **CONDITION OF EQUIPMENT** - Equipment furnished must be new, still in production, unless otherwise accepted by District in writing, reliable, thoroughly tested in field use, and conservatively rated to perform the functions required without approaching the design limits of the system.

18. **SAFETY REQUIREMENTS** - All Equipment proposed in response to this Bid must conform to Safety Orders of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at time of Bid. All portable power equipment must be provided with three-wire grounded cords and plugs or be double insulated to prevent electrical shock.

19. **SUBSTITUTIONS** - All Equipment proposed must conform to the Scope of Equipment set forth in Bid Documents. The District reserves the right to reject all Bids that do not conform to the Scope of Equipment. If Bidder does not indicate clearly and in writing that the Equipment proposed is other than that specified in the RFB ("Equivalent Proposal"), it is understood that Equipment proposed is as specified. District shall give full consideration to any Equivalent Proposal by determining if such Equivalent Proposal meets the requirements and needs of District as set forth herein. Any Bidder with an Equivalent Proposal must demonstrate why such Equivalent Proposal meets the requirements herein. Bids varying from District's RFB in significant detail from the specifications set forth herein are not solicited and may be disqualified at District's sole discretion and regardless of Bidder's analysis. The District's opinion shall be final.

20. **OR EQUAL** - Pursuant to Section 3400 of Public Contract Code, all specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the specifications, if applicable. District reserves the sole discretion to determine acceptability and equivalency of Equipment proposed.

21. **SAMPLES** - Samples of substituted items may be required for examination by the District within five (5) working days of Bid opening. Such samples and/or descriptions must be furnished in accordance with paragraph, "Substitutions", above, and be free to the District of all expense including shipping and delivery. If not consumed or destroyed by testing, samples will be returned at Bidder's expense, provided the Bidder requests return; otherwise sample(s) shall be disposed of by the District.

22. **EXECUTION OF THE AGREEMENT** - The successful Bidder shall execute a written Agreement with the District within ten (10) working days after Notice of Intent to Award the Agreement has been sent by email to the address given

in the Bidder Information and Signatory Page. The Agreement shall be made in the form adopted by the District and incorporated in this RFB. The successful Bidder warrants that successful Bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the Scope of Equipment in compliance with all federal, state, county, city and District guidelines, including Board policies and regulations which are applicable. District shall not accept, nor be bound by, any proposed Agreement or Agreement language included in any Bid.

23. **FAILURE TO ENTER INTO AGREEMENT** - If the successful Bidder fails to enter into the Agreement within the specified time period, the pending award will be annulled. An award may be made to another Bidder who shall fulfill every stipulation as if it were the party to whom the first award was made.

24. **COMMENCEMENT DATE AND DELIVERY DATE** - Actual commencement shall be coordinated with the District but shall be in accordance with that specified in the Bid Documents. District shall reject all Bids, regardless of price, that fail to affirmatively and clearly indicate ability to deliver the Equipment within the required time. **Give careful attention to any required commencement date and/or delivery dates of Equipment included in the RFB.**

25. **FAILURE TO FULFILL AGREEMENT** - Should successful Bidder shall fail to deliver any Equipment or shall deliver any Equipment which does not conform to the Scope of Equipment, the District may, at its sole discretion, annul and set aside the Agreement entered into with said Bidder, either in whole or in part, and make and enter into a new Agreement for the same item(s) in such manner as seems to the District to be to the best advantage of the District. Any failure to furnish such Equipment by reason of the failure of the Bidder, as above stated, shall be a liability against such Bidder. The District reserves the right to cancel any Equipment which the successful Bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Bidder provided satisfactory proof is furnished to the District, if requested.

26. **LIQUIDATED DAMAGES** - If all Equipment is not delivered in accordance with the Agreement by fault of the Bidder, it is understood that the District will suffer damages. It is agreed that Bidder shall pay to District as fixed and liquidated damages, and not as a penalty, the sum equal to the amount of actual loss incurred by the District as a result. This amount shall be deducted from any payments due or to become due to successful Bidder. Successful Bidder shall be liable for the amount thereof. Time extensions may be granted by District through written notification at its sole discretion upon written request from successful Bidder. The successful Bidder shall not be assessed liquidated damages for any delay in delivery if such delay is caused by a failure of District.

27. **USE OF AGREEMENT BY OTHER AGENCIES-“PIGGYBACK” PROVISION** - Other public agencies in the State of California (city, special district, public authority, public agency, school district or other political subdivision of the State of California) may wish to procure items per the terms and conditions as specified in this RFB. Any agency(ies) utilizing the Agreement resulting from this RFB will deal directly with the successful Bidder and not through the District. District waives its right to require such other entities to draw their warrants in the favor of the District and authorizes each district to make payment directly to the successful Bidder. District shall incur no financial responsibility in connection with a purchase order from another public entity. ***Bidder must “Grant” or “Not Grant” this Piggyback Provision in the “Certifications and Affidavits” pages in the Bid Forms section of this RFB.*** Bidder’s granting or not granting of the Piggyback Provision will **not** be a factor in the award.

28. **DAMAGE REPAIRS** - The successful Bidder shall be responsible to repair damage to District property caused by Bidder, Bidder’s employees and/or Bidder’s subcontractors. Repair work shall be done promptly within a reasonable time period restoring damaged property to original condition at no cost to District.

29. **PATENTS, ETC.** - The successful Bidder shall hold the District, its officers, agents, servants and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this Bid.

30. **ACCESSIBILITY OF INFORMATION TECHNOLOGY** - Bidder hereby warrants that the products to be provided comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Bidder agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Bidder further agrees to indemnify and hold harmless the Santa Clarita Community College District, the Chancellor’s Office of the California Community Colleges, and any California Community College District using the Bidder’s products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of Agreement.



31. **BID PROTEST** - Any Bidder submitting a Bid to the District may file a protest of the District's Notice of Intent to Award Agreement, provided that each and all of the following are complied with:

- a. the Bid protest is in writing;
- b. the Bid protest is filed and received in the District's Contracts, Procurement and Risk Management Services Department not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award Agreement; and
- c. the written Bid protest sets forth, in detail, all grounds for the Bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the Bid protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

**Bid and/or Bid protests cannot be accepted via facsimile (FAX).**

Any Bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that the Bid protest is filed in strict conformity with the foregoing, the District's Assistant Superintendent/Vice President, Business Services, or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the Bid protest, and shall provide a written decision to the Bidder submitting the Bid protest, and concur with or deny the Bid protest. The written decision of the District's authorized representative shall be final and not be subject to reconsideration or appeal with the District or the District's Board of Trustees. Bidder shall not seek judicial relief, in any form, relative to the District's Intent to Award the Agreement, or the protest thereof, unless the foregoing Bid protest procedure has been strictly and timely complied with by the Bidder. The issuance of a written decision by the District's authorized representative shall be an express condition precedent to the institution of any legal proceeding relative to the Bid process, the District's Notice of Intent to Award Agreement or the District's determination to reject all Bids. In the event that any legal proceeding shall be instituted relative to the Bid process, the District's Notice of Intent to Award Agreement or the District's determination to reject all Bids and the District is named as a party therein, the prevailing party(ies) in any such legal proceeding, including any appeals therefrom, shall recover from the other party(ies) to such legal proceedings, all costs, all attorney's fees and costs incurred in connection with all such proceedings.

32. **PUBLIC RECORDS** - At such time as the District shall issue the Notice of Intent to Award Agreement, all Bids and other documents submitted to the District become a matter of public record and shall thereupon be considered public records, except for information contained in such Bids deemed to be trade secrets (as defined in California Civil Code, Section 3426.1). A Bidder should not indiscriminately mark all or most of the Bid as exempt from disclosure as a public record, whether by the notations "Trade Secret", "Confidential" or "Proprietary". District, at its sole discretion, shall determine whether the information or documents provided by Bidder are required to be made available as a public record based on applicable law, regardless of whether Bidder claims or marks the information as confidential or otherwise protected from disclosure. The District shall in no way be liable or responsible for the disclosure of such records, including those exempt from disclosure, if disclosure is required by law, an Order of the Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed to be a matter of public record, pursuant to the above, any Bidder or other party shall be allowed access for inspection of such Bids on the date and time immediately following the opening of Bids. In the event the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid deemed exempt from disclosure hereunder, the Bidder submitting materials sought by such action or proceeding agrees, upon submission of its Bid to the District for consideration, to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation, attorney's fees arising therefrom. Further, in such event, the party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a Court of competent jurisdiction.

**END OF GENERAL TERMS AND CONDITIONS**

## BID FORMS

RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM

RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM

RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM

RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM

Complete forms and include responses in this section as part of Bid response and return in sealed envelope/box.

See *Bid Preparation Instructions*.

**Note: Faxed or other forms of electronically-transmitted Bids will be rejected.**

One (1) complete electronic version on a USB flash drive, and one (1) original and three (3) copies of the Bid. All Bids shall be printed on 8 ½" x 11" paper, in portrait orientation, and 11 or 12 point Arial, Calibri or Times New Roman font.

The documents shall be securely sealed in an envelope or box with the following clearly written on the outside:

- Bid name
- Bid number
- Bidder's Name
- Bid opening date and time

Bids shall be delivered to:

Sharlene Nguyen, Senior Buyer  
Contract, Procurement and Risk Management Services  
Santa Clarita Community College District  
University Center – Room #257  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355

### WARNING

DO NOT TAMPER WITH NOR ALTER THE BID DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, THE BID DOCUMENTS WILL AUTOMATICALLY RENDER BID AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR BIDDER TO PRINT ONLY. AFTER PRINTING, BIDDER SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE BID DOCUMENTS.

**BID DOCUMENTS COVER SHEET**  
**This Sheet Must Be Submitted With Bid**

**BID OPENING: MARCH 23, 2021 AT 3:00 P.M. (PACIFIC TIME)**

- RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM**
- RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM**
- RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM**
- RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM**

Please propose your lowest prices for the Equipment for which you are bidding on the attached specification sheet(s). Before preparing your Bid, read thoroughly and acquaint yourself with the Scope of Equipment, Bid Documents and forms of this RFB.

A complete Bid will be submitted pursuant to the “Bid Preparation Instructions” section of this RFB and shall include, but not be limited to, the following:

- Bid Documents Cover Sheet
- Bidder Information and Signatory Page
- Background, Experience and References form
- Certifications and Affidavits
  - Certification Regarding Debarment, Suspension or Other Ineligibility
  - “Piggyback” Provision
  - Workers’ Compensation Insurance Statement
  - Non-Collusion Affidavit
  - Drug Free Workplace
  - Certification Regarding Lobbying (for Bids over \$100,000)
  - Non-Discrimination Certification
- Bid Schedule(s)
- Bid Proposal(s)
- Site Readiness Requirements
- Voluntary Product Accessibility Template (“VPAT”)
- Data Security Questionnaire
- Additions/Deletions/Exceptions

Upon award of the Agreement, awarded Contractor must sign the District’s Agreement, see sample provided in the Bid Award section of this RFB. For further information, contact Contract, Procurement and Risk Management Services at [shar.nguyen@canyons.edu](mailto:shar.nguyen@canyons.edu).

I, the undersigned, hereby Bid and agree to furnish and deliver Equipment in accordance with the Scope of Services, Terms and Conditions, Bid Documents and forms of this RFB. I have reviewed all the requirements to provide the Equipment set forth in the RFB, including, but not limited to, District’s Scope of Services, Specifications and Bid documents and hereby represent and warrant that Bidder has the capacity and ability to provide all Equipment required by RFB.

I, the undersigned, certify I am thoroughly familiar with the contents of this RFB and am authorized to represent the Bidding firm.

Bidder's Name			
Authorized Signature		Date	
Print Name		Print Title	

## BIDDER INFORMATION AND SIGNATORY PAGE

LEGAL ENTITY TO WHICH AGREEMENT TO BE AWARDED IF YOU ARE THE SUCCESSFUL BIDDER		
BUSINESS NAME		
BUSINESS ADDRESS		
CITY, STATE, ZIP		
TELEPHONE NUMBER		
TYPE OF BUSINESS	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER:	
BUSINESS TAX ID #		
BUSINESS LICENSE	Issuing City, St	License Number:
# OF YEARS IN BUSINESS		
HAS BUSINESS CHANGED NAMES IN PAST 3 YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, PROVIDE FORMER NAME(S):	
BUSINESS OWNER CONTACT INFORMATION		
OWNER NAME		
	Telephone #	Email Address
PRIMARY CONTACT INFORMATION, if different than above		
CONTACT NAME		
CONTACT TITLE		
ADDRESS		
CITY STATE, ZIP		
	Telephone #	Email Address
TECHNICAL SUPPORT CONTACT INFORMATION		
CONTACT INFORMATION	Telephone #	Email Address

DO NOT TAMPER WITH NOR ALTER ANY OF THE BID DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, BID DOCUMENTS WILL AUTOMATICALLY RENDER BID AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR BIDDER TO PRINT ONLY. AFTER PRINTING, BIDDER SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE BID DOCUMENTS.

The above business, contact and technical information is true and correct. Further, I have read and understand that there can be no tampering with, or altering of, the Bid documents. Below is the name and signature of the individual authorized to complete, sign and submit this Bid Proposal.

Signature	
Print Name	Print Title
Telephone #	Email Address

## BACKGROUND, EXPERIENCE AND REFERENCES

District expressly reserves the right to reject the Bid of any Bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder poses a substantial risk of being unable to completely deliver the Equipment in a cost-effective, professional and timely manner and the District will comply with applicable law to find the Bidder “non-responsible”. The District, at its sole discretion, shall establish the criteria to be assessed when determining if a Bid should be rejected based on the Bidder’s potential inability to the completely deliver the Equipment and/or meet the needs of the District.

In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies, Dunn and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied Equipment in regards to reference checks and examination of all public records.

The Bidder must provide three (3) references, a minimum of one (1) from a higher education institution. Bidders may be asked to coordinate meetings or site visits between the judging committee and reference account contacts.

**BIDDER TO COMPLETE FOLLOWING: FAILURE TO FURNISH REFERENCES IN THE FOLLOWING FORMAT MAY CAUSE BID TO BE REJECTED AS NON-RESPONSIVE. ADDITIONAL PAGE MAY BE USED. IDENTIFY RESPONSES TO MATCH THE REFERENCE # BELOW.**

***REFERENCE #1 – Educational Institution***

District or Entity:	
Name of Contact:	
Address:	
Phone # of Contact:	
Scope of Work and Amount:	

***REFERENCE #2***

District or Entity:	
Name of Contact:	
Address:	
Phone # of Contact:	
Scope of Work and Amount:	

***REFERENCE # 3***

District or Entity:	
Name of Contact:	
Address:	
Phone # of Contact:	
Scope of Work and Amount:	

Bidder's Name _____	
Authorized Signature _____	Date _____
Print Name _____	Print Title _____

## CERTIFICATIONS AND AFFIDAVITS

After reading EACH of the following sections, Bidder must enter requested information, then compete and sign the signature box at the end of this section certifying awareness and compliance with EACH section.

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

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

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

<b>Piggyback provision GRANTED</b>	<b>Piggyback provision NOT GRANTED</b>
------------------------------------	--

3. **WORKERS' COMPENSATION INSURANCE STATEMENT.** I am aware that California Labor Code §3700(a) and (b) provides: "Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State;
- b. By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

4. **NON-COLLUSION AFFIDAVIT.** (PUBLIC CONTRACT CODE SECTION 7106) - The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from Bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

5. **DRUG-FREE WORKPLACE CERTIFICATION.** I am aware of the provisions and requirements of California Government Code §8350, et seq, the Drug-Free Workplace Act of 1990. I am authorized to certify, and do certify, on behalf of Bidder that a drug-free workplace will be provided by Bidder by doing all of the following:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Bidder's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - b. Establishing a drug-free awareness program to inform employees about all of the following:
    - 1) The dangers of drug abuse in the workplace;
    - 2) Bidder's policy of maintaining a drug-free workplace;
    - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations.
  - c. Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Bidder in connection with the Work of the Agreement, the employee agrees to abide by the terms of the statement.

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

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

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

6. **CERTIFICATION REGARDING LOBBYING - FOR CONTRACTS, GRANT, LOANS AND COOPERATIVE AGREEMENTS** - This Certification is required for Bids of \$100,000 or more pursuant to 31 U.S.C. 1352. The undersigned certifies, to the best of his/her knowledge and belief, that:

- No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Agreement.

- If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for
- officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with this instruction.
- The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrant and contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

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

**CHECK appropriate box:**

**No non-Federal funds have been used, or are planned to be used for lobbying in connection with this application/award/contract.**

**Attached is a Standard Form LLL, "Disclosure of Lobbying Activities", which describes the use (past or planned) of non-Federal funds for lobbying in connection this is application/award/contract.**

**Not Applicable – Bid is not \$100,000 or more.**

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

**CERTIFICATION AND AFFIDAVITS SECTION** – By signing below, the undersigned, certifies (1) having read each and every Certifications and Affidavit above, (2) having provided truthful responses and (3) Bidder is in compliance with each and every one of the above as required. Further, Bidder declares and certifies that the representations made herein are made under penalty of perjury under the laws of the State of California.

Bidder's Name	_____		
Authorized Signature	_____	Date	_____
Print Name	Print Title		

**END CERTIFICATIONS AND AFFIDAVITS SECTION**



## BID SCHEDULE: RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM

Exhibit A to Bid Proposal

REFER TO "SCOPE OF EQUIPMENT/SPECIFICATIONS"

Line Item	Part #(s)	Description	Quantity	Item Pricing	Extended Price
1		<p><b>For instructional and educational purposes in a community college or high school classroom setting. All Equipment quoted must meet, at a minimum, the specifications set forth below or equal. <u>ATTACH/INCLUDE:</u> (a) completed "Bid Proposal" for proposed Equipment and (b) brochures or other material depicting Equipment and specifications.</b></p> <p><b>LOCK-OUT/TAG-OUT TRAINING SYSTEM</b></p> <p>SPEC 1: Two (2) PVC Process Tanks                      SPEC 2: One (1) PVC Process Network                      SPEC 3: One (1) HP Magnetic Drive Centrifugal Pump                      SPEC 4: One (1) Local Manual Starter                      SPEC 5: One (1) Three-Drain Manifold                      SPEC 6: One (1) Fused Disconnect Box                      SPEC 7: One (1) In-Line GFI Protector                      SPEC 8: Two (2) Three-Way Ball Valves                      SPEC 9: One (1) Lock-Out and Tagging Tool Kit                      SPEC 10: One (1) User Manual                      SPEC 11: One (1) Safety Manual</p>	2 each	\$	\$
2		SPEC 12: Minimum One Year Warranty (if included in price, state "Included"). Maintenance costs/maintenance agreement cannot be included in the Bid.	1 lot	\$	\$
3		<p>SPEC 13: Indicate type of software license (SELECT ONLY ONE):</p> <p><input type="checkbox"/> One (1) software license which can be copied to student laptops;                      OR  <input type="checkbox"/> Individual software licenses to be installed on classroom computers or network</p>	1 each OR 15 each	\$	\$
4		SPEC 14: Provide technician/trainer to assemble, connect, and ready the system for use. Technician must formally instruct District faculty and staff on Equipment set-up, operation and relevant classroom usage. A minimum of one (1) technician/trainer for a total of eight (8) hours at the COC Valencia campus location is required.	1 lot	\$	\$
5		Charges for any other purpose. Describe below:		\$	\$

**GENERAL SPECIFICATIONS** – Completed Bid must include:

- a. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
- b. Delivery of Equipment no later than **June 30, 2021**.
- c. Bidder is required to advise District of any special considerations, including but not limited to: (a) space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.; (b) known compatibility issues with other Equipment; (c) site readiness requirements.
- d. Los Angeles County **sales tax of 9.50%** as a separate line item.
- e. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.
- f. A "Bidder Acknowledgement" form (copy included with RFB documents) signed by authorized representative.

Delivery/Shipping Non-Taxable	\$
Setup/Installation Non-Taxable	\$
Tax at <b>9.50%</b> On Equipment Only	\$
<b>GRAND TOTAL</b> must be entered on Bid Proposal	\$

BIDDER NAME: \_\_\_\_\_

**BID PROPOSAL**

TO: THE GOVERNING BOARD OF SANTA CLARITA COMMUNITY COLLEGE DISTRICT

FROM: (Bidder's Name) \_\_\_\_\_

The undersigned, having carefully examined all Request for Bids (RFB) Documents, including but not limited to the Scope of Equipment, Specifications, Bid Preparation Instructions, Bid Forms, all Terms and Conditions and Sample Agreement for:

**RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM**

hereby proposes and agrees to furnish all equipment, services, apparatus, tools, transportation, labor and materials, including cabling and connectors, necessary to complete the above-named Work in strict conformity with the Scope of Equipment, Specifications and Bid Documents including, if applicable, Work specified in the following addenda:

**Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_  
Bidder shall furnish, deliver and install the Equipment listed on the "Bid Schedule", Exhibit A, attached hereto and made a part hereof, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) including shipping, delivery, installation, California state sales tax at 9.00% and all applicable permits and licenses. Not included in the price is Federal excise taxes, per General Terms and Conditions.

Bidder acknowledges the selection of Bidder rests with the District. After submission and evaluation of Bids, District reserves the right to invite participating Bidders to discuss the Bid options and to clarify and agree upon mutual issues.

It is understood that this Bid shall remain open and not be withdrawn for the period specified in the RFB.

By signing and submitting this Bid, I/We declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the Bid price nor the approximate amount of the Bid has been disclosed to other Bidders or potential Bidders. Furthermore, I/We attest that no attempt has been made or will be made to induce any other entity to refrain from submitting a Bid or to submit any complementary Bid on the proposed Agreement and that this Bid is made in good faith.

The undersigned fully understands that a contract is formed upon the acceptance of this Bid by the District's Board of Trustees, and the undersigned further agrees that upon request, he/she will promptly execute and deliver to the District a written memorial of the contract together with Performance Bond, if applicable, and other required documents.

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, and other documents and certifications to the District within ten (10) days of actual notice of the Award of the Agreement to Bidder, then the Bidder may be subjected to change all proposals.

Name of Bidder: \_\_\_\_\_  
Organization Type  
(check one):  Corporation  Partnership  Sole Proprietor  Other: \_\_\_\_\_

---

Authorized  
Signature

Print Name

Print Title

Date

Bidder Address:

City, State, Zip:

Phone

Fax

Email

Address

If Bidder is a corporation, affix corporate seal:

**BID SCHEDULE: RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM**

Exhibit A to Bid Proposal  
REFER TO "SCOPE OF EQUIPMENT/SPECIFICATIONS"

Line Item	Part #(s)	Description	Quantity	Item Pricing	Extended Price
1		<p><b>For instructional and educational purposes in a community college or high school classroom setting. All Equipment quoted must meet, at a minimum, the specifications set forth below or equal. <u>ATTACH/INCLUDE:</u> (a) completed "Bid Proposal" for proposed Equipment and (b) brochures or other material depicting Equipment and specifications.</b></p> <p><b>PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM</b></p> <p>SPEC 1: One (1) Portable Console                      SPEC 2: One (1) Dial Caliper                      SPEC 3: One (1) Digital Caliper                      SPEC 4: One (1) Rule Set                      SPEC 5: One (1) Micrometer Set                      SPEC 6: One (1) Dial Indicator                      SPEC 7: One (1) Computer Interface                      SPEC 8: One (1) Standard Parts Package                      SPEC 9: One (1) Data Management Software                      SPEC 10: One (1) Student Curriculum - Interactive PC-Based Multimedia                      SPEC 11: One (1) Instructor's Guide                      SPEC 12: One (1) Instructor's Resource Print CD                      SPEC 13: One (1) Installation Guide                      SPEC 14: One (1) Student Reference Guide</p>	3 each	\$	\$
2		SPEC 15: Minimum One Year Warranty (if included in price, state "Included"). Maintenance costs/maintenance agreement cannot be included in the Bid.	1 lot	\$	\$
3		SPEC 16: Indicate type of software license (SELECT ONLY ONE): <input type="checkbox"/> One (1) software license which can be copied to student laptops; OR <input type="checkbox"/> Individual software licenses to be installed on classroom computers or network	1 each OR 15 each	\$	\$
4		SPEC 17: Provide technician/trainer to assemble, connect, and ready the system for use. Technician must formally instruct District faculty and staff on Equipment set-up, operation and relevant classroom usage. A minimum of one (1) technician/trainer for a total of eight (8) hours at the COC Valencia campus location is required.	1 lot	\$	\$
5		Charges for any other purpose. Describe below:		\$	\$

**GENERAL SPECIFICATIONS** – Completed Bid must include:

- a. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
- b. Delivery of Equipment no later than **June 30, 2021**.
- c. Bidder is required to advise District of any special considerations, including but not limited to: (a) space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.; (b) known compatibility issues with other Equipment; (c) site readiness requirements.
- d. Los Angeles County **sales tax of 9.50%** as a separate line item.
- e. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.
- f. A “Bidder Acknowledgement” form (copy included with RFB documents) signed by authorized representative.

Delivery/Shipping Non-Taxable	\$
Non-Taxable	\$
Tax at <b>9.50%</b> On Equipment Only	\$
<b>GRAND TOTAL</b> The Grand Total must be entered on Bid Proposal	\$

BIDDER NAME: \_\_\_\_\_

**BID PROPOSAL**

TO: THE GOVERNING BOARD OF SANTA CLARITA COMMUNITY COLLEGE DISTRICT

FROM: (Bidder's Name) \_\_\_\_\_

The undersigned, having carefully examined all Request for Bids (RFB) Documents, including but not limited to the Scope of Equipment, Specifications, Bid Preparation Instructions, Bid Forms, all Terms and Conditions and Sample Agreement for:

**RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM**

hereby proposes and agrees to furnish all equipment, services, apparatus, tools, transportation, labor and materials, including cabling and connectors, necessary to complete the above-named Work in strict conformity with the Scope of Equipment, Specifications and Bid Documents including, if applicable, Work specified in the following addenda:

**Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_  
Bidder shall furnish, deliver and install the Equipment listed on the "Bid Schedule", Exhibit A, attached hereto and made a part hereof, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) including shipping, delivery, installation, California state sales tax at 9.00% and all applicable permits and licenses. Not included in the price is Federal excise taxes, per General Terms and Conditions.

Bidder acknowledges the selection of Bidder rests with the District. After submission and evaluation of Bids, District reserves the right to invite participating Bidders to discuss the Bid options and to clarify and agree upon mutual issues.

It is understood that this Bid shall remain open and not be withdrawn for the period specified in the RFB.

By signing and submitting this Bid, I/We declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the Bid price nor the approximate amount of the Bid has been disclosed to other Bidders or potential Bidders. Furthermore, I/We attest that no attempt has been made or will be made to induce any other entity to refrain from submitting a Bid or to submit any complementary Bid on the proposed Agreement and that this Bid is made in good faith.

The undersigned fully understands that a contract is formed upon the acceptance of this Bid by the District's Board of Trustees, and the undersigned further agrees that upon request, he/she will promptly execute and deliver to the District a written memorial of the contract together with Performance Bond, if applicable, and other required documents.

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, and other documents and certifications to the District within ten (10) days of actual notice of the Award of the Agreement to Bidder, then the Bidder may be subjected to change all proposals.

Name of Bidder: \_\_\_\_\_  
Organization Type  
(check one):  Corporation  Partnership  Sole Proprietor  Other: \_\_\_\_\_

---

Authorized  
Signature

Print Name

Print Title

Date

Bidder Address:

City, State, Zip:

Phone

Fax

Email

Address

If Bidder is a corporation, affix corporate seal:



## BID SCHEDULE: RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM

Exhibit A to Bid Proposal  
REFER TO "SCOPE OF EQUIPMENT/SPECIFICATIONS"

Line Item	Part #(s)	Description	Quantity	Item Pricing	Extended Price
1		<p><b>For instructional and educational purposes in a community college or high school classroom setting. All Equipment quoted must meet, at a minimum, the specifications set forth below or equal. <u>ATTACH/INCLUDE:</u> (a) completed "Bid Proposal" for proposed Equipment and (b) brochures or other material depicting Equipment and specifications.</b></p> <p><b>PORTABLE PRECISION GAUGING LEARNING SYSTEM</b></p> <p>SPEC 1: One (1) Portable Console                      SPEC 2: One (1) Dial Caliper                      SPEC 3: One (1) Rule Set                      SPEC 4: One (1) Micrometer Set                      SPEC 5: One (1) Dial Indicator                      SPEC 6: One (1) Step Gauge                      SPEC 7: One (1) Thread Gauge                      SPEC 8: One (1) Plug Gauge                      SPEC 9: One (1) Dial Depth Gauge                      SPEC 10: One (1) Dial Bore Gauge                      SPEC 11: Three (3) Test Shafts                      SPEC 12: One (1) Standard Parts Package                      SPEC 13: One (1) Student Curriculum - Interactive PC Based Multimedia                      SPEC 14: One (1) Instructor's Guide                      SPEC 15: One (1) Instructor's Resource Print CD                      SPEC 16: One (1) Installation Guide                      SPEC 17: One (1) Student Reference Guide</p>	3 each	\$	\$
2		SPEC 18: Minimum One Year Warranty (if included in price, state "Included"). Maintenance costs/maintenance agreement cannot be included in the Bid.	1 lot	\$	\$
3		SPEC 19: Indicate type of software license (SELECT ONLY ONE): <input type="checkbox"/> One (1) software license which can be copied to student laptops; OR <input type="checkbox"/> Individual software licenses to be installed on classroom computers or network	1 each OR 15 each	\$	\$
4		SPEC 20: Provide technician/trainer to assemble, connect, and ready the system for use. Technician must formally instruct District faculty and staff on Equipment set-up, operation and relevant classroom usage. A minimum of one (1) technician/trainer for a total of eight (8) hours at the COC Valencia campus location is required.	1 lot	\$	\$
5		Charges for any other purpose. Describe below:		\$	\$

**GENERAL SPECIFICATIONS** – Completed Bid must include:

- a. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
- b. Delivery of Equipment no later than **June 30, 2021**.
- c. Bidder is required to advise District of any special considerations, including but not limited to: (a) space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.; (b) known compatibility issues with other Equipment; (c) site readiness requirements.
- d. Los Angeles County **sales tax of 9.50%** as a separate line item.
- e. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.
- f. A “Bidder Acknowledgement” form (copy included with RFB documents) signed by authorized representative.

Delivery/Shipping Non-Taxable	\$
Set-Up/Installation Non-Taxable	\$
Tax at <b>9.50%</b> On Equipment Only	\$
<b>GRAND TOTAL</b> The Grand Total must be entered on Bid Proposal	\$

BIDDER NAME: \_\_\_\_\_

**BID PROPOSAL**

TO: THE GOVERNING BOARD OF SANTA CLARITA COMMUNITY COLLEGE DISTRICT

FROM: (Bidder's Name) \_\_\_\_\_

The undersigned, having carefully examined all Request for Bids (RFB) Documents, including but not limited to the Scope of Equipment, Specifications, Bid Preparation Instructions, Bid Forms, all Terms and Conditions and Sample Agreement for:

**RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM**

hereby proposes and agrees to furnish all equipment, services, apparatus, tools, transportation, labor and materials, including cabling and connectors, necessary to complete the above-named Work in strict conformity with the Scope of Equipment, Specifications and Bid Documents including, if applicable, Work specified in the following addenda:

**Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_  
Bidder shall furnish, deliver and install the Equipment listed on the "Bid Schedule", Exhibit A, attached hereto and made a part hereof, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) including shipping, delivery, installation, California state sales tax at 9.00% and all applicable permits and licenses. Not included in the price is Federal excise taxes, per General Terms and Conditions.

Bidder acknowledges the selection of Bidder rests with the District. After submission and evaluation of Bids, District reserves the right to invite participating Bidders to discuss the Bid options and to clarify and agree upon mutual issues.

It is understood that this Bid shall remain open and not be withdrawn for the period specified in the RFB.

By signing and submitting this Bid, I/We declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the Bid price nor the approximate amount of the Bid has been disclosed to other Bidders or potential Bidders. Furthermore, I/We attest that no attempt has been made or will be made to induce any other entity to refrain from submitting a Bid or to submit any complementary Bid on the proposed Agreement and that this Bid is made in good faith.

The undersigned fully understands that a contract is formed upon the acceptance of this Bid by the District's Board of Trustees, and the undersigned further agrees that upon request, he/she will promptly execute and deliver to the District a written memorial of the contract together with Performance Bond, if applicable, and other required documents.

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, and other documents and certifications to the District within ten (10) days of actual notice of the Award of the Agreement to Bidder, then the Bidder may be subjected to change all proposals.

Name of Bidder: \_\_\_\_\_  
Organization Type (check one):  Corporation  Partnership  Sole Proprietor  Other: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Bidder Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

If Bidder is a corporation, affix corporate seal:

**BID SCHEDULE: RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM**  
 Exhibit A to Bid Proposal  
 REFER TO "SCOPE OF EQUIPMENT/SPECIFICATIONS"

Line Item	Part #(s)	Description	Quantity	Item Pricing	Extended Price
1		<p><b>For instructional and educational purposes in a community college or high school classroom setting. All Equipment quoted must meet, at a minimum, the specifications set forth below or equal. ATTACH/INCLUDE: (a) completed "Bid Proposal" for proposed Equipment and (b) brochures or other material depicting Equipment and specifications.</b></p> <p><b>MECHANICAL FABRICATION LEARNING SYSTEM</b></p> <p>SPEC 1: One (1) Workstation                      SPEC 2: One (1) Construction Panel                      SPEC 3: One (1) Fabrication Parts Kit                      SPEC 4: One (1) Mechanical Parts Kit                      SPEC 5: One (1) Fabrication Tools Kit                      SPEC 6: One (1) Mechanical Fabrication Component Set                      SPEC 7: One (1) Fabrication Parts Set                      SPEC 8: One (1) Mechanical Tools Kit                      SPEC 9: One (1) Hardware Kit                      SPEC 10: One (1) Bolt Stretch Kit                      SPEC 11: One (1) Student Curriculum - Interactive PC-Based Multimedia                      SPEC 12: One (1) Instructor's Guide                      SPEC 13: One (1) Instructor's Resource Print CD                      SPEC 14: One (1) Installation Guides                      SPEC 15: One (1) Student Reference Guide</p>	2 each	\$	\$
2		SPEC 16: Minimum One Year Warranty (if included in price, state "Included"). Maintenance costs/maintenance agreement cannot be included in the Bid.	1 lot	\$	\$
3		SPEC 17: Indicate type of software license (SELECT ONLY ONE): <input type="checkbox"/> One (1) software license which can be copied to student laptops; OR <input type="checkbox"/> Individual software licenses to be installed on classroom computers or network	1 each OR 15 each	\$	\$
4		SPEC 18: Provide technician/trainer to assemble, connect, and ready the system for use. Technician must formally instruct District faculty and staff on Equipment set-up, operation and relevant classroom usage. A minimum of one (1) technician/trainer for a total of eight (8) hours at the COC Valencia campus location is required.	1 lot	\$	\$
5		Charges for any other purpose. Describe below:		\$	\$

**GENERAL SPECIFICATIONS** – Completed Bid must include:

- a. Delivery to, and installation at, Santa Clarita Community College District, MakerSpace (Student Center Room 132), 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
- b. Delivery of Equipment no later than **June 30, 2021**.
- c. Bidder is required to advise District of any special considerations, including but not limited to: (a) space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.; (b) known compatibility issues with other Equipment; (c) site readiness requirements.
- d. Los Angeles County **sales tax of 9.50%** as a separate line item.
- e. Charges for any other purpose, e.g., delivery, pick-up, packing, draying, postage, shipping, tax, must be listed separately from the unit pricing.
- f. A "Bidder Acknowledgement" form (copy included with RFB documents) signed by authorized representative.

Delivery/Shipping Non-Taxable	\$
Non-Taxable	\$
Tax at <b>9.50%</b> On Equipment Only	\$
<b>GRAND TOTAL</b> The Grand Total must be entered on Bid Proposal	\$

BIDDER NAME: \_\_\_\_\_

**BID PROPOSAL**

TO: THE GOVERNING BOARD OF SANTA CLARITA COMMUNITY COLLEGE DISTRICT

FROM: (Bidder's Name) \_\_\_\_\_

The undersigned, having carefully examined all Request for Bids (RFB) Documents, including but not limited to the Scope of Equipment, Specifications, Bid Preparation Instructions, Bid Forms, all Terms and Conditions and Sample Agreement for:

**RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM**

hereby proposes and agrees to furnish all equipment, services, apparatus, tools, transportation, labor and materials, including cabling and connectors, necessary to complete the above-named Work in strict conformity with the Scope of Equipment, Specifications and Bid Documents including, if applicable, Work specified in the following addenda:

**Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_ **Addendum #** \_\_\_\_, dated \_\_\_\_\_

Bidder shall furnish, deliver and install the Equipment listed on the "Bid Schedule", Exhibit A, attached hereto and made a part hereof, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) including shipping, delivery, installation, California state sales tax at 9.00% and all applicable permits and licenses. Not included in the price is Federal excise taxes, per General Terms and Conditions.

Bidder acknowledges the selection of Bidder rests with the District. After submission and evaluation of Bids, District reserves the right to invite participating Bidders to discuss the Bid options and to clarify and agree upon mutual issues.

It is understood that this Bid shall remain open and not be withdrawn for the period specified in the RFB.

By signing and submitting this Bid, I/We declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the Bid price nor the approximate amount of the Bid has been disclosed to other Bidders or potential Bidders. Furthermore, I/We attest that no attempt has been made or will be made to induce any other entity to refrain from submitting a Bid or to submit any complementary Bid on the proposed Agreement and that this Bid is made in good faith.

The undersigned fully understands that a contract is formed upon the acceptance of this Bid by the District's Board of Trustees, and the undersigned further agrees that upon request, he/she will promptly execute and deliver to the District a written memorial of the contract together with Performance Bond, if applicable, and other required documents.

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, and other documents and certifications to the District within ten (10) days of actual notice of the Award of the Agreement to Bidder, then the Bidder may be subjected to change all proposals.

Name of Bidder: \_\_\_\_\_

Organization Type (check one):  Corporation  Partnership  Sole Proprietor  Other: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Bidder Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

If Bidder is a corporation, affix corporate seal:





## **VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (“VPAT”)**

The VPAT provides Bidders with a reporting mechanism to identify how their web product, web application, and/or web service supports accessibility features as outlined by the Web Content Accessibility Guidelines 2.0, Level AA criteria (WCAG 2.0, AA). This information is intended to aid the District in making preliminary assessments as to the availability of accessible web-based solutions.

Bidders must submit a VPAT identifying the level of accessibility of each their product(s) included in their Proposal. Bidders are encouraged to provide contact information in case of further questions or inquiries related to submitted information.

Please refer to the official WCAG 2.0 specification to determine any conformance or non-conformance. The specification may be found at: <http://www.w3.org/TR/WCAG20/>.

## DATA SECURITY QUESTIONNAIRE (“DSQ”)

Bidders must complete all information requested in the DSQ below. A completed DSQ form must be returned Bidder’s Proposal for each software proposed.

Company Name (“Vendor”): \_\_\_\_\_

Software/Product/Service Name (“Product”): \_\_\_\_\_

Date Survey Completed: \_\_\_\_\_ Date of Previous Survey (if applicable): \_\_\_\_\_

Vendor Contact Name for Technical Questions: \_\_\_\_\_ Email: \_\_\_\_\_

### **Product Information:**

Have the Product’s functions/systems/services have changed since the last survey?  Yes or  No

Describe Use of the Product and its functions:

How is the product made available?  On-premise  Cloud-based,  Hybrid,  Other:

For Cloud-based and Hybrid offerings, provide the login URL:

Will the Vendor collect, transmit, or store any District Sensitive Information\* in conjunction with the use of the Product?

Yes or  No

Can the Product collect, transmit, or store District Sensitive Information?  Yes or  No

If “No” to both questions above, STOP – return form to SCCCCD

### Data at Rest:

How is electronic data secured while stored? (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Stored on an encrypted file server                      | <input type="checkbox"/> Stored on an encrypted employee workstation |
| <input type="checkbox"/> Stored on an encrypted third party data hosting service | <input type="checkbox"/> Other (please describe below)               |

### Data in Transit:

How is electronic data secured while in transit? (check all that apply)

- Sent via encrypted email
- Sent via unencrypted email as a digitally locked (encrypted) file(s) attachment
- Sent during an encrypted data transmission session between the vendor’s computer systems and the data transmission recipient’s computer systems (SFTP, FTPS, HTTPS, etc.)  
Please describe the encryption technology used during the session. (SSLv3, TLS 1.2, etc.)

Other (please describe):

Types of sensitive data encountered in conjunction with using the Product:

Data	Access	Store
Names (First, Last, Middle, username, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Email Addresses	<input type="checkbox"/>	<input type="checkbox"/>
Street Addresses	<input type="checkbox"/>	<input type="checkbox"/>
SSN	<input type="checkbox"/>	<input type="checkbox"/>
PINs or Passwords	<input type="checkbox"/>	<input type="checkbox"/>
Personal Security Questions	<input type="checkbox"/>	<input type="checkbox"/>
ID Numbers (student or employee)	<input type="checkbox"/>	<input type="checkbox"/>
Birth Dates	<input type="checkbox"/>	<input type="checkbox"/>
Phone Numbers (home, mobile, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
IP Addresses	<input type="checkbox"/>	<input type="checkbox"/>
Personal Health Information (medical records, age, sex, health plan, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Government Issued Identification (Driver's License, Passport, Birth Certificate, etc.)	<input type="checkbox"/>	<input type="checkbox"/>

Is other District Sensitive Information (not listed above) encountered in conjunction with using the Product?  Yes or  No  
 If yes, please list each data element and indicate whether the data is accessed only or stored as well:

If applicable, please provide hyperlink references to Vendor's security policy or other documentation that explains the circumstances under which Vendor's personnel or designees would access District Sensitive Information and lists the security controls the Vendor has put in place to ensure that these are the only circumstances under which District Sensitive Information would be accessed.

\*District Sensitive Information includes but is not limited to all information referenced in California Civil Code 1798.29, as well as: name, address, phone number, fax number, email address, Social Security number, passport number, other government-issued personal identifiers (including Driver's license number, ID card number, and Student ID number), vehicle license plate number, financial account number, credit or debit card information, medical information, health insurance information, or a user name or email address, in combination with a password or security question and answer that would permit access to an online account. Additionally, to the extent any other information (such as, but not limited to, a personal profile, unique identifier and/or biometric information) is associated or combined with District Sensitive Information, then such information also will be considered District Sensitive Information.



**SAMPLE  
AWARD DOCUMENT**

**Only Awarded Bidder(s)  
Is Asked to Sign an Agreement**

**RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM**

**RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM**

**RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM**

**RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM**

***Sample Agreement in this Section - The Awarded Bidder will be expected to enter into the Agreement in this Section subject to revisions provided at the sole discretion of District. Bidders may submit a request for alternative terms and conditions in writing with its Bid. However, Bids that are contingent upon any changes to the District's terms and conditions may be rejected as non-responsive. Bidders may suggest or request changes but any such request will put Bidder at a competitive disadvantage in the Bid evaluation process. Further, the District reserves the right to reject Bids which are materially different from the requirements of this Request for Bid ("RFB"). If Bidder does not submit any written changes with its Bid, the Bid will be confirming that it can and will enter into the Sample Agreement "as is" unless District requires changes, at its sole discretion.***

# AGREEMENT EXAMPLE

## SANTA CLARITA COMMUNITY COLLEGE DISTRICT

### PRODUCT AND SERVICES AGREEMENT

**[INSERT CONTRACTOR NAME]**

**[INSERT EFFECTIVE DATES]**

This Product and Services Agreement ("Agreement") is made this **15<sup>th</sup> Day of April, 2021**, by and between the Santa Clarita Community College District, a California community college district and political subdivision of the State of California, ("District") and **[INSERT CONTRACTOR NAME]**, ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. Scope. Contractor shall provide within the Agreement time for the Agreement pricing, subject to adjustments thereto pursuant to the Request for Bid ("RFB") Documents, including but not limited to Scope of Equipment/Specifications, all terms and conditions, Bid Proposal and Bid Schedule. Contractor shall perform and provide, at Contractor's expense, all necessary labor, product, materials, supplies, tools, equipment, utilities, services and transportation necessary to complete in a professional manner all of the work required in connection with the product, equipment and/or services ("Work") commonly referred to as:

**RFB #SCCCD 2021-229: LOCK-OUT/TAG-OUT TRAINING SYSTEM**  
**RFB #SCCCD 2021-230: PORTABLE MEASUREMENT TOOLS LEARNING SYSTEM**  
**RFB #SCCCD 2021-231: PORTABLE PRECISION GAUGING LEARNING SYSTEM**  
**RFB #SCCCD 2021-232: MECHANICAL FABRICATION LEARNING SYSTEM**

Contractor shall provide the Work per the Scope of Equipment/Specifications and all Terms and Conditions covered by RFB Documents. RFB Documents include all documents submitted by Contractor to District in response to the RFB ("RFB Response"), and are included by reference hereto and are binding upon the Parties to this Agreement, as enumerated in paragraphs below, along with modifications and addenda thereto, as applicable.

The District hereby retains the Contractor to provide Work to District at such locations, for the benefit of District students, faculty, staff and visitors at such locations within the campus of College of the Canyons ("Campus") and/or elsewhere, as required by the District.

- a. Timeline. Contractor will complete delivery and installation of the Equipment by June 30, 2021.
- b. Site Readiness. Contractor shall provide requirements for site readiness to District at least thirty (30) days prior to installation. Contractor is required to advise District of any special considerations, including but not limited to: (a) space restrictions, e.g., vibrations, electromagnetic, radiation, heat, dust, etc.; (b) known compatibility issues with other equipment.
- c. Transportation, Delivery and Installation of Equipment. Contractor hereby acknowledges and understands that it is Contractor's responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 10 below.

Equipment shall be transported, delivered and installed at a location on Campus specified by the District. A packing slip indicating each item and item quantity shipped shall accompany every shipment. The packing list shall be attached to the exterior of one of the boxes/containers in each shipment in a conspicuous manner. The purchase order number must also appear on all packing slips, invoices and correspondence. All items "not found" shall be noted and the anticipated availability of the items shall be indicated clearly on the packing list. No substitutions shall be made without prior authorization by the District.

- d. Training. Included in the purchase price is one (1) trainer to formally instruct District faculty and staff on Equipment set-up, operation, and relevant classroom usage. Training shall be eight (8) hours in length at the Campus. The date and time of the training shall be mutually agreed upon, but no later than June 30, 2021. District will be allowed to video tape the "train-the-trainer training" to be used as reference and to train future District staff. Individual(s) trained will be authorized to train additional District staff, e.g., "train the trainer".
- e. District Contact. Contractor shall communicate and coordinate installation and servicing only with the District employee designated as the contact person for this Agreement: Tim Baber at (661) 362-3062.

2. Awarded Contractor/Assignment. The District specifically recognizes the Contractor and consents to the provision of Work by Contractor. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or any right,

title or interest therein, funds to be received, or any power to execute the same without the consent in writing of the District. The District may grant or withhold such approval at its sole discretion.

3. Term. The Term of the Agreement shall commence on **April 15, 2021, and shall continue until and including [INSERT END DATE]**, [end date to match warranty period in Section 27] with the option to extend for an additional period as mutually agreed. Any software license provided pursuant to this Agreement shall be provided in perpetuity as stated in Section 16.

4. Compensation and Invoicing.

- a. Pricing. This Agreement pricing ("Contract Amount") shall be based upon the Bid Schedule (Exhibit A) and Bid Proposal (Exhibit B), as provided for in the RFB Documents, attached hereto, incorporated herein and made a part hereof.
- b. Method of Payment. District shall pay Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
  - 1) Invoice. Contractor shall submit to District an invoice with detailed billing information regarding the Work provided for the billing period, not more than once per month, and if applicable, District-authorized Expenses incurred during the billing period. All **District-authorized expenses** shall be documented with **original receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. Invoices must be sent to [AccountsPayable@canyons.edu](mailto:AccountsPayable@canyons.edu) and shall be paid on a "net 30-day basis". District shall only pay for the approved Work set forth in this Agreement and Contractor shall not be entitled to any additional Work beyond the scope of this Agreement and any District-authorized Expenses for any reason. Contractor is required to provide all Work for the total amounts pursuant to Section 4.a. and, therefore, will not be entitled to payment for any invoice(s) that causes the total payment to Contractor to exceed the amounts set forth pursuant to Section 4.a., excluding all District-authorized expenses. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract, Procurement and Risk Management Services Department. **ALL INVOICES MUST BE RECEIVED BY DISTRICT NO LATER THAN [INSERT DATE] IN ORDER TO RECEIVE PAYMENT.**

5. California State Tax Withholding For Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent contractors. Contractor agrees to indemnify and hold District harmless from, and against any and all liability, arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 10.



8. Termination of Agreement. This Agreement shall terminate upon expiration of the Term. Any termination of this Agreement during the Term shall be in accordance with the following:

- a. Termination for Cause. Each Party may terminate this Agreement upon the other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this Section 8.a. shall provide the breaching Party with written notice at least thirty (30) days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching Party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching Party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. If the material breach stated in the non-breaching Party's written notice cannot be corrected within the Cure Period, the non-breaching Party will not unreasonably withhold the non-breaching Party's consent to an extension of the Cure Period if the breaching Party has instituted corrective action within the Cure Period and has diligently pursued such corrective action. Upon expiration of the Cure Period and any mutually agreed upon time extension, and if the breaching Party has not corrected the material breach and provided written notice of such corrective action to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the non-breaching Party.
- b. Termination for Convenience. This Agreement may be terminated without cause by District upon ten (10) days written notice to Contractor.
- c. Other Grounds. This Agreement shall also terminate pursuant to any of the following:
  - 1) License, Certification, or Permit. Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice if Contractor, as a requirement for performing the Work, must be licensed, certified, or hold any certain permit, and such license, certification, or permit has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency. Contractor shall notify District no later than ten (10) days of Contractor's receipt of any notice of revocation, suspension, probation, or repeal of any license, certification, or permit that Contractor is required to have in order to perform the Work.
  - 2) Contractor's Noncompliance with Applicable Laws. Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice if Contractor fails to comply with federal, state, and/or local laws applicable to Contractor's performance of the Work under this Agreement.
  - 3) Non-Allocation of or Insufficient Allocated Funds. Notwithstanding any provision in this Agreement to the contrary, if for any fiscal year of this Agreement, District's governing board, or other government agencies from whom District is to receive funds to pay for this Agreement, fails, after exercising reasonable efforts, to appropriate or allocate funds, or the amount of the funds allocated are insufficient, for future periodic payments under this Agreement, District may, upon 30 days written notice to Contractor, order Contractor to cease the Work and terminate this Agreement. District will remain obligated to pay Contractor for any Work Contractor performed before the effective termination date but shall not be obligated to pay Contractor the balance unpaid on this Agreement after the effective termination date.
  - 4) Receivership or Bankruptcy of, or Inability to Pay Debts by, Contractor. If Contractor shall (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Contractor, or of all or a substantial part of the assets of Contractor, (2) be unable, fail, or admit in writing Contractor's inability generally to pay Contractor's debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against Contractor under applicable federal bankruptcy law, or (5) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Contractor in any bankruptcy, reorganization, or insolvency proceeding, District, at District's election and upon providing written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination.
  - 5) Order, Judgment, or Decree. If an order, judgment, or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Contractor or of all or a substantial part of the assets of Contractor, in each case without Contractor's application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for thirty (30) consecutive days, District, at District's election and upon providing written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination.
  - 6) Contractor's Failure to Procure and Maintain Required Insurance. If Contractor fails to provide any of the insurance required in Section 11, District, upon providing Contractor with written notice, may terminate this Agreement effective on the date stated in District's written notice.
- d. Rights and Obligations Upon Termination. Upon termination of this Agreement, the following shall apply and provisions of this Section 8.d shall survive termination of this Agreement:

- 1) Payment. Contractor shall be entitled to payment only for Work that Contractor satisfactorily performed (as determined by District) before the effective date of termination and for which Contractor has provided District with written documentation as required by District. District shall not be obligated to pay Contractor the balance unpaid on this Agreement after the effective termination date. If, as a result of a deposit paid by the District, the amount due to Contractor is less than the deposit amount, Contractor shall repay District the difference between amount due Contractor and deposit amount paid by District within thirty (30) days.
- 2) Contractor Personal Property. The Parties shall coordinate and cooperate to allow Contractor to remove Contractor's personal property that Contractor has placed on District's facilities or property relating to this Agreement. If Contractor does not remove any such personal property from District's facilities or property within thirty (30) days of District's written notice to Contractor, Contractor shall be deemed to have abandoned the property. Upon expiration of the 30 days, District may, without any compensation to or liability from Contractor, keep or remove and/or dispose of the property as District deems proper. If District incurs any cost to remove and/or dispose of the property, District will invoice Contractor and Contractor shall pay District within 30 days of the date of the invoice.

9. Force Majeure. Neither Party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, governmental restrictions or regulations, epidemics or pandemics, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either Party's performance is rendered impossible, the Parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

10. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

11. Insurance.

- a. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Million Dollars (\$5,000,000) for each occurrence and an annual aggregate of Five Million Dollars (\$5,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach..
- b. Contractor agrees to name District, District's Board of Trustees, its officers, agents, employees and volunteers as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation.
- c. In the event Contractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the District may procure and maintain such coverages for all parties on behalf of Contractor. Contractor shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice. If Contractor **does not provide the required insurance, District has the right to cancel and/or terminate the Agreement immediately.**

12. Contractor Use for Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

13. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 10.

14. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or

expenses paid or incurred by Contractor in performing Work for District.

15. General Standards. Product quality standards shall be as described in the Contractors' Bid and Scope of Equipment and, as agreed to by the District, are incorporated herein as binding to the Agreement.

16. Software License. For any software license provided pursuant to this Agreement, Contractor will grant a perpetual, non-assignable, non-transferable, non-exclusive District-wide site license to use the software, related media and supporting documentation ("License"). The License shall allow copies of the software to be made for District for backup purposes or emergency operations. Contractor attests to software rights of ownership and takes both legal and financial responsibility for any claims against marketed proprietary software. In the event of a claim by any third party against District arising from or related to the License or use of any software provided to District pursuant to this Agreement, Contractor shall defend such claim and shall indemnify and hold harmless the District against any loss, expense, or liability arising out of such claim. This Section shall survive the termination of this Agreement.

17. Accessibility of Information Technology. Contractor hereby warrants that the products and services to be provided under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services brought to its attention. Contractor further agrees to indemnify and hold harmless the Santa Clarita Community College District, the Chancellor's Office of the California Community Colleges, and any California Community College District using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of Agreement.

18. Security of District Information.

- a. Ownership of District Information and Data. All content, copy, pictures, and/or data provided by District to Contractor ("District Information") is owned by District. Upon termination, expiration or other conclusion of this Agreement, all District Information shall be returned to District by Contractor in a usable format as mutually agreed to between the District and Contractor within fifteen (15) calendar days after such termination or expiration, or such other date as mutually agreed to in writing between the District and Contractor.
- b. Prohibition on Unauthorized Use or Disclosure of District Information. Contractor agrees to hold District Information in strict confidence. Contractor shall not use or disclose District Information received from, or on behalf of, District, except as permitted or required by this Agreement, or as required by law. Contractor agrees that it will protect the District Information it receives from, or on behalf of, District, according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- c. District Remedies. If District reasonably determines in good faith that Contractor has materially breached any of its obligations under this Section, District, in its sole discretion, shall have the right to provide Contractor with a fifteen (15) day period to cure the breach, or terminate this Agreement immediately if cure is not possible. District shall provide written notice to Contractor describing the violation and the action it intends to take.
- d. Maintenance of the Security of District Information. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted District Information received from, or on behalf of, District or its students. These measures will be extended by contract to all subcontractors used by Contractor.
- e. Reporting of Unauthorized Disclosures or Misuse of District Information. Contractor, within one (1) business day of discovery, shall report to District any use or disclosure of District Information not authorized by this Agreement or in writing by District. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the District Information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Contractor has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, requested by District.
- f. Indemnity. Contractor shall indemnify, defend and hold District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Section. This Section shall survive the expiration or termination of this Agreement.

19. Data Backup. Contractor will conduct regular backups of all District Information. Contractor shall adhere to standard information services industry practices by maintaining backup copies of District Information to allow for recovery in the event of loss, corruption or other similar event or circumstances that may occur in the process of performing the Work under this Agreement. District may request copies of District Information backups for archival purposes. Upon such request, Contractor will make available to District a copy of all District Information for secure download within ten (10) business days in a mutually agreeable format.

20. Disaster Recovery. Contractor shall have in place comprehensive a disaster recovery plan including contact information that specifies the procedures to be followed with respect to the Work to be provided under this Agreement in the event Contractor's facilities or equipment are destroyed or damaged. Contractor shall make such plans available to the District for review and from time to time upon District's written request, Contractor shall deliver a copy of its then-current disaster recovery plan to District. Such plans shall provide for

backup and record protection for data relating to the District. Contractor shall test the plan annually and shall promptly implement such plan upon the occurrence of a disaster or business interruption.

21. Representations and Warranty. Contractor represents and warrants that it has administered privacy and confidentiality training to all of its employees and subcontractors before they are permitted to access to District Information, and that Contractor's certifications (for example, SSAE-16, SysTrust, PCI DSS, VPAT) are valid and accurate and will remain so throughout the Term of this Agreement.

Contractor warrants that to the best of its knowledge at the time of delivery, Software (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to computers, data, or software), and (ii) shall not infringe or violate any intellectual property right. Without limiting the generality of the foregoing, if District believes harmful code may be present in any software delivered, Contractor shall, upon District's request, provide a master copy of the Software for comparison and correction.

Where Contractor resells hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to District and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from Contractor's warranty obligations set forth above.

22. Right to Audit. Contractor shall make its policies, practices, books, records, systems and facilities related to District Information, and the requirements and obligations set forth in this Agreement, available to District, and their respective auditors, for the purpose of determining Contractor's compliance with applicable laws, rules, and regulations, and the terms and conditions of this Agreement. Contractor shall ensure such audit right extends to subcontractors who have access to District Information. If it is determined that Contractor is in violation of applicable laws, rules, and regulations, or the terms and conditions of this Agreement, Contractor shall promptly remedy any such violation to the extent applicable to Contractor and shall immediately certify the same in writing to District.

23. EU General Data Protection Regulations. Contractor will comply with European Union General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679). If Contractor processes or handles the personal data of a person located in the European Union, Contractor will adhere to the requirements of European Union GDPR. Contractor shall indemnify, defend and hold District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Section. This Section shall survive the expiration or termination of this Agreement.

24. Electronic Software Tax Liability. Contractor agrees to deliver purchased software solely in an electronic form and via electronic means. Contractor shall be responsible for ensuring that the software is not delivered to the District in tangible form and shall defend and indemnify the District for any and all tax liability resulting from Contractor's failure to deliver the software as required by this Agreement.

25. Privacy of Student Records. The Parties acknowledge that student educational records are protected by the Family Education Rights and Privacy Act ("FERPA") and California law, and that student permission must be obtained before releasing student records. Contractor shall be solely responsible for ensuring its services and its actions comply with all applicable law requirements regarding student records and privacy.

26. Trademark/Logo Use. Contractor must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion may limit or otherwise place conditions on Contractor's use of the District's name and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

27. Warranties/Guarantees. Contractor guarantees that Work shall conform in all material respects to District's specifications in this RFB and Contractor's documentation accompanying or referred to in the RFB. Any warranty or guarantee associated with Work installed or used by Contractor shall be assigned to District. Contractor agrees that all Work furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor provides any customer for such Work and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provisions of this Agreement. Such warranty is included for a twelve (12) month period ("Initial Warranty Period") from the date the District confirms the Equipment has been successfully installed and has passed the acceptance test. Such warranty covers: (a) all defects which occur during approved normal use\*; and (b) bi-annual checks on electrical systems, framework, and any existing patent-pending movement system. Contractor is responsible for all costs incurred by Contractor in the repair of such defects and in the bi-annual checks, including labor, materials, and travel expenses during the Initial Warranty Period. Extended warranties are available for purchase. Any software License provided pursuant to this Agreement shall be assigned to District. [\*Approved normal use, e.g., using the Equipment in a manner for which it is intended.]

28. Agreement and RFB Documents. This Agreement, including but not limited to the following RFB Documents, all of which are component parts herein, states the entire Agreement between Contractor and District. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any Work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said document.

---

Bid Preparation Instructions, General Terms & Conditions, Purchase Order Terms & Conditions

---

▪ "Piggyback" Provision

Scope of Equipment / Specifications	<ul style="list-style-type: none"> <li>Workers' Compensation Insurance Statement</li> </ul>
Bidder's RFB Response:	<ul style="list-style-type: none"> <li>Non-Collusion Affidavit</li> </ul>
Bid Documents Cover Sheet	<ul style="list-style-type: none"> <li>Drug-Free Workplace Certification</li> </ul>
Bidder Information and Signatory Page	<ul style="list-style-type: none"> <li>Certification Regarding Lobbying (for Bids over \$100,000)</li> </ul>
Background, Experience and References	Non-Discrimination Certification
Certifications and Affidavits:	Bid Schedule RFB #SCCCD 2021-229
<ul style="list-style-type: none"> <li>Certification Regarding Debarment, Suspension or Other Ineligibility</li> </ul>	Bid Schedule RFB #SCCCD 2021-230
	Bid Schedule RFB #SCCCD 2021-231
	Bid Schedule RFB #SCCCD 2021-232
Certificates of Insurance and Additional Insured Endorsement Naming District and District's Board of Trustees	

The Parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in the Agreement or in written documents incorporated herein. This Agreement may be modified, or any provisions waived, only in writing and signed by Parties.

29. Written Modification of Agreement. Nothing herein shall limit Parties from modifying this Agreement. Any such change in terms shall be effectuated through a written modification, signed by both Parties and duly approved by District's Board of Trustees.

30. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. The only amendments authorized by this Agreement shall be duly executed amendments authorized and approved as set forth in Section 18. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference and (c) Contractor's RFB Response.

31. Non-Discrimination. Contractor agrees not to engage in, nor permit its officers, employees or agents to engage in unlawful discrimination in the employment of persons on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

32. Non-Waiver. The failure of District or Contractor 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 that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

33. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office.

District: Santa Clarita Community College District  
Attn: Assistant Superintendent/VP Business Services  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Phone: (661) 362-3476  
Fax: (661) 362-5480

Contractor: **[INSERT CONTRACTOR'S NAME]**  
**[IF BUSINESS INSERT CONTRACT PERSON'S NAME]**  
**[INSERT ADDRESS]**  
**[INSERT CITY, STATE, ZIP]**  
**[INSERT PHONE NUMBER]**  
**[INSERT EMAIL ADDRESS]**

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

34. Binding Effect. This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Agreement). Nothing in this Agreement creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

35. Funding. This Agreement is subject to the procurement of adequate funding, which may be subject to reductions, limitations or conditions that may affect the provisions, terms, or funding of this Agreement in any manner. The District reserves the right to adjust the Scope of Work, Contract Amount, and/or cancel this Agreement if funds become unavailable for which Services are provided. The termination notice period shall be thirty (30) days if the grant is not renewed and funding is no longer available.

36. 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.
37. Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve substantial completion of the Work of the RFB Documents within the Agreement time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the RFB Documents and General Terms and Conditions.
38. Alteration or Modification. Contractor shall not alter, renovate, or otherwise modify any District property. If Contractor makes any alteration, renovation, or modification, Contractor, at Contractor's sole expense, shall remove such work and restore all affected areas to its pre-existing condition within ten (10) business days of Contractor's receipt of written notification from District. If Contractor fails to do so, District may, without any further notice to Contractor, remove the work and restore all affected areas to its pre-existing condition and Contractor shall reimburse District for all costs for the removal and restoration work within ten (10) business days of receipt of the invoice from District. Nothing in this provision shall be construed as permitting Contractor to make any improvement, alterations, renovations, or modifications without District's prior written approval. District's options established herein are solely designed as a penalty and District may pursue other remedies as the result of Contractor's unauthorized renovation, alteration, or modification.
39. Contractor Employees. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not fully skilled in work assigned. All conduct of Contractor, employees, agents, or guests shall be of a high professional standard. Any person employed by the Contractor whom the District may deem incompetent or unfit shall be dismissed from District's grounds and shall not again be permitted on District's grounds without the written consent of the District. Contractor shall provide competent supervision of personnel employed on the job and when safe high quality equipment are in use.
40. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to complete the Work to be provided pursuant to this Agreement. The Work shall be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated. Contractor shall keep work area in clean and orderly matter at all times.
41. Labor Code. Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, ch.1 Articles 1-5, including the payment of the General Prevailing Wages. If applicable statutes require payment of Prevailing Wages, Contractor shall maintain for audit by the District, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the District upon request.
42. Property Damage. Contractor shall be responsible for any loss, damage, or destruction of any District property in performance of the Work pursuant to this Agreement. District is not responsible for damage(s) to the Contractor's property nor is the District responsible for vandalism or theft of Contractor's property. Contractor shall maintain insurance sufficient to cover any claims for injuries to persons and damages to property that may be incurred during the performance of the Work.
43. Safety and Security. Contractor shall erect and properly maintain at all times, as required by conditions and progress of Work, all necessary safeguards, signs, barriers, lights and watchmen for protection of equipment, its employees, and the public, and shall post danger signs warning against hazards created by such features during the course of the Work being provided.
44. Provisions Required by Law. This Agreement shall be governed by the laws of the State of California. 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.
45. Compliance with Applicable Laws. Work completed herein must meet the approval of District and shall be subject to District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the out of the performance of such operations ("Rules"). If District disapproves of any Work provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.
46. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.
47. Applicable Law, Venue and Interpretation. This Agreement, and the Parties' rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by District. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.
48. Policies, Procedures, Rules and Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

49. Permits/Licenses. Contractor and Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.
50. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
51. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
52. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the RFB Documents.
53. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
54. 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 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.
55. Cancellation for Insufficient or Non-Appropriated Funds. Contractor hereby agrees and acknowledges that monies utilized by the District to purchase Work specified in this Agreement is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this Agreement at any time and/or to limit quantities of Work due to non-availability or non-appropriation of sufficient funds.
56. Legal Representation. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement.
57. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.
58. Non-Exclusivity. Contractor acknowledges that District may enter into Contracts with other parties for Work similar to the Work that is subject to this Agreement or may have its own employees perform Work similar to those contemplated by this Agreement.
59. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
60. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
61. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
62. Certification Regarding Debarment, Suspension or Other Ineligibility. (applicable to all agreements funded in part or whole with federal funds)
- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).3
  - b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
    - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as set forth below.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

CONTRACTOR

BY:

BY:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

Print  
Name

Print  
Name

Print  
Title

Print  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

**BID SCHEDULE**

**TO BE ATTACHED**

**EXHIBIT B**  
**BID PROPOSAL**

**TO BE ATTACHED**