

WEST KERN COMMUNITY COLLEGE DISTRICT
BUSINESS SERVICES OFFICE
29 Cougar Court
TAFT, CA 93268

Tele: (661) 763-7853
Fax: (661) 763-7828

REQUEST FOR BID (“RFB”)
RFB # WKCCD 1920-102
ANATOMY EQUIPMENT

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

RFB Issue Date: October 15, 2019
Last Day for Questions: October 24, 2019 at 1:00 PM (PST)
Last Day for Bid Submission: October 31, 2019 at 3:00 PM (PST)

BID DELIVERY LOCATION:

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

West Kern Community College District
Attn: Brock McMurray
Administrative Services Office
29 Cougar Court
Taft, CA 93268

WARNING

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 VENDOR TO PRINT ONLY. AFTER PRINTING, VENDOR SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. TYPING RESPONSES IN ADOBE IS ALLOWABLE AS LONG AS THE RFP VERBIAGE IS NOT ALTERED. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE BID DOCUMENTS.

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NOTICE IS HEREBY GIVEN that the WEST KERN COMMUNITY COLLEGE DISTRICT, Taft, CA, Kern County, acting by and through its Board of Trustees, hereinafter referred to as the District, will receive sealed Bids for the award of a Contract, pending funding, for the following:

RFB # WKCCD 1920-102 ANATOMY EQUIPMENT

Sealed Bids must be delivered to the location below on or before **October 31, 2019, NO LATER THAN 3:00 PM (PST)**:

West Kern Community College District
ATTN: Brock McMurray
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

NOTE: Bids submitted by fax or email are NOT acceptable. Vendors 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.

District will provide information to Potential Vendors regarding the requirements of the RFB via email and by posting on District's website at <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/?highlight=audit>. Thus, all interested Vendors must submit a request to District for the RFB Documents and provide a valid email address to receive further information. Each Bid must conform to the RFB Documents, including but not limited to, all Terms and Conditions, and RFB 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.

Bids may be withdrawn, upon written request, at any time prior to the scheduled Bid Submission Date. However, no Vendor may withdraw their Bid for a period of one hundred eighty (180) calendar days after the designated time for the Bid submission.

The District reserves the right to reject any and all Bids or to waive irregularities in any Bid.

In accordance with Education Code Section 81645, the District reserves the right to contract with any one of the three lowest responsible bidders meeting the District's specifications for the acquisition, procurement, or maintenance of electronic data processing systems and equipment, electronic telecommunication equipment, supporting software and related materials, goods, and services, or else reject all bids, in accordance with procedures and criteria established by the governing board.

By Order of the Board of Trustees of the
WEST KERN COMMUNITY COLLEGE DISTRICT

Amanda Bauer

Amanda Bauer
Executive Director of Fiscal Services
West Kern Community College District

ANTICIPATED TIMELINE

Subject to change at District's discretion

RFB #WKCCD 1920-102 ANATOMY EQUIPMENT

RFB Issue Date	October 15, 2019
Last Date for Clarification/Interpretation or Questions <small>*District may receive questions on this day that may affect Vendors' Bids.</small>	October 23, 2019 at 1:00 PM (PST)
Deadline to Respond to Written Questions	October 24, 2019
Last Addendum Issue Date (if applicable)	October 25, 2019
Deadline for Bid Submission	October 31, 2019 at 3:00 PM (PST)
Evaluation of Bids	November 01, 2019 – November 04, 2019
Notice of Intent to Award Agreement	November 06, 2019
Board Approval of Agreement / Award to Vendor Date	November 13, 2019
Agreement Execution Date	November 14, 2019

NOTICE TO BIDDERS

West Kern Community College District ("District") hereby solicits bids for the following products: anatomy equipment, as listed in Exhibit A. Bids are due on October 31st, 2019 at 3:00 PM PST or at any other date or time as set by Addendum. Bids must be received by that date and time at the following location, by personal delivery, courier, or mailed by United States Postal Service:

West Kern Community College District
ATTN: Brock McMurray
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

In accordance with Education Code Section 81645, the District reserves the right to contract with any one of the three lowest responsible bidders meeting the District's specifications for the acquisition, procurement, or maintenance of electronic data processing systems and equipment, electronic telecommunication equipment, supporting software and related materials, goods, and services, or else reject all bids, in accordance with procedures and criteria established by the governing board.

SUBMISSION OF A BID

Submission of a Bid shall be taken as *prima facie* evidence of the Vendor's understanding and acceptance of the conditions. Failure of the Vendor to be aware of the terms and conditions contained herein will not relieve the awarded Vendor of the obligation to perform the Agreement according to the terms and conditions thereof; further, any lack of awareness of the terms and conditions will not impose any additional expense to the District.

Vendor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a professional manner all of the work required in connection with the Services.

REQUEST FOR INFORMATION

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

Curt Belcher
Email: cbelcher@taftcollege.edu

The District, at its sole discretion, may release responses to the questions received via written addenda, which shall be posted on District's website at <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/?highlight=audit>.

Vendors are specifically instructed that ***no telephonic or otherwise oral communications may be addressed*** in regard to this RFB. Additionally, no written or oral response to any potential Vendor from any District staff member or hired third party will have any validity in regard to this RFB and the District shall in no way be responsible or liable for any staff member comment, except for any addenda released by the District pursuant to the process above. All questions regarding the RFB must be made in writing in accordance with the requirements set forth herein and will be shared with all other potential Vendors via addenda released on the above-referenced website. The District, at its sole discretion, may also circulate any addenda via email. However, the District shall not be responsible for any delays or problems with emails and does not guarantee that all Vendors will receive email responses. In order to be considered a potential Vendor, and receive clarification emails from the District, Vendor must submit a valid request for RFB Documents to the District's contact as described 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 RFB Documents shall be made only by written addendum duly issued by District. A copy of any such addendum will be emailed to potential Vendors receiving a RFB.

Note: Requests for clarification or interpretation of the RFB Documents must be made on or before seven (7) calendar days or more before the scheduled due date of Bids. Any such requests made six (6) calendar days or less before the scheduled due date 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 Vendor to submit such request in sufficient time for the District's response thereto and delivery of such response to all Vendors prior to the scheduled Bid submission date. Unless otherwise directed through the RFB question process, Vendors are instructed to assume the more stringent requirement in case of any perceived ambiguity in this RFB. Upon submitting a Bid, all Vendors warrant and attest that they understand the requirements set forth in this RFB and have the ability to provide all Equipment / Services necessary to meet the requirements set forth in this RFB.

END OF NOTICE TO BIDDERS

EXHIBIT A
LIST OF EQUIPMENT

Model	Item Number	Number of Models needed
Somso Block Model of Section of Skin	KS 3	1
Somso Hinged Human Skin Model	KS 1	5
Somso Kidney, Nephron and Glomerulus	LS 9	5
3B Human Knee Joint	3B78	2
Somso Artificial Human Skull	QS 7	6
Somso Artificial Skull of the Fetus	QS 3/3	6
3B Disarticulated Human Skeleton Complete Disarticulated	3B3	6
Somso Skeleton of the Lower Extremity with Pelvis	QS 13	6
Somso Skeleton of the Arm with Shoulder Girdle	QS 14	6
3B Functional Shoulder	3B74	3
3B Functional Hip Joint	3B76	1
Somso Artificial Human Skeleton	QS 10/E	3
3B Female Pelvic Skeleton	3B54	1
3B Male Pelvic Skeleton	3B53	1
Somso Artificial Human Skeleton	QS 10/9	1
Somso Case with Colleciton Vertebrae and Spinal Cord	QS 54	6
Somso Construction of Bone	QS 61	1
Denoyer-Geppert Sarcomere	DG68	1
Somso Human Torso Model with Head and Open Back	AS 23/2	6
Somso Human Muscular Male Model	AS -3	5
Somso Model of the Head	BS 17	1
Somso Muscles of the Arm with shoulder girdle	NS 15	6
Somso Muscles of the Leg with Nase of Pelvis	NS 10	6
Somso Brain	BS 22	5

Model (continued)	Item Number	Number of Models needed
Somso Ventricular Cavities of the Brain	BS 24	1
Somso Human Spinal Cord Models Set	BS 32/37	7
Somso Fifth Cervical Vertebra	BS 30	1
Somso Model of a Synapse	BS 35/3	1
Somso Transversely Striated Muscular Fibre W/Motor End Plate	BS 36	1
Somso Median Section of the Head	BS 6/1	6
Somso Eyeball	CS 5	7
Somso Molar Tooth with Caries	ES 8	3
Somso Ear	DS 3	6
Somso 2-part Human Heart Model	HS 4	6
Somso Lobule of the Lung	HS 23/1	1
Somso Bronchial Tree	GS 4/3	6
Somso Human Larynx Model	GS 10	1
Somso Human Digestive Tract Model	JS 2/1	6
Somso Human Circulatory System	HS 10	5
Somso Human Thoracic Organ Model	HS 7	5
Somso Median Section of the Male Pelvis	MS 2	5
Somso Median Section of the Female Pelvis Female	MS 1	4
Somso Right Kidney and Adrenal Gland	LS 1	1
Somso Pelvis with Uterus in Ninth Month of Pregnancy	MS 13	1
Somso Human Nervous System	BS 31	1
Somso Functional Model of the Knee Joint	NS 50	3

INSTRUCTIONS TO BIDDERS
(NON-PUBLIC WORKS)

**WARNING: READ THIS DOCUMENT CAREFULLY
DO NOT ASSUME THAT IT IS THE SAME AS OTHER
SIMILAR DOCUMENTS YOU MAY HAVE SEEN
EVEN IF FROM THE SAME DISTRICT**

RFB # WKCCD 1920-102 ANATOMY EQUIPMENT

1. Preparation of Bid Form

The District invites bids on the form attached to be submitted at the time and place stated in the Notice to Bidders. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording, and notations must be in ink or typewritten.

2. Form and Delivery of Bids

The bid must conform to and be responsive to all Contract Documents and shall be made on the Bid Form provided. The complete bid, together with any additional materials required, shall be enclosed in a sealed envelope, addressed and hand-delivered or mailed to the District at the address set forth in the Notice to Bidders, and must be received on or before the time set for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the RFB # number and name, and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set for the opening of bids, the sealed bids will be opened and publicly read aloud at the place indicated in the Notice to Bidders. However, if this project calls for prequalification of bidders pursuant to Public Contract Code Section 20111.5, only those sealed bids received from bidders who have been prequalified for at least one day prior to bid opening shall be opened and publicly read aloud.

3. Signature

At the various times such documents are required to be submitted, the Bid Form, all required bonds, all Information Required of Bidder or prequalification forms, Workers' Compensation Certificate, Drug-Free Workplace Certification, the Purchase Contract, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president, or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who (1) shall be the agent of the joint venture or partnership, (2) shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful

bidder, shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

4. Modifications

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the District, may result in the District's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, or a facsimile modification duly signed by the bidder received prior to the opening of bids, may be considered if included within a sealed bid.

5. Erasures, Inconsistent, or Illegible Bids

The bid submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, the words shall govern. In the event the District determines that any bid is unintelligible, illegible, or ambiguous, the District may reject the bid as not being responsive.

6. Examination of Site and Contract Documents

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, if applicable, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work. Each bidder shall make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at the price being bid. Each bidder shall determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and shall correlate its observations, investigations, and determinations with all requirements of the project.

The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The District is not making any warranties regarding this information. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with and agrees to further comply with all the requirements of this section.

7. Withdrawal of Bids

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 180 days after the award of the contract.

8. Agreement and Bonds

The Purchase Contract and, if applicable, the form of bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be

carefully examined by the bidder. Sufficient bonds shall be fully executed and returned to District with the executed Purchase Contract.

9. Interpretation of Contract Documents.

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the District. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the District, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If there are discrepancies on drawings, plans, or specifications, or conflicts between drawings, plans, specifications, terms, or conditions, the interpretation of the District shall prevail. Bidder shall become familiar with the plans, specifications, and drawings.

SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR DELIVERY OR COMPLETION OF THE PROJECT.

10. Bidders Interested in More Than One Bid

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the project.

11. Award of Contract

- (a) The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.
- (b) If made by the District, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Purchase Contract and provide the required documents within the time required, the District may award the contract to the next lowest responsive and responsible bidder or release all bidders.
- (c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

12. Competency of Bidders

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the District may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, the District may require that each bid be supported by a statement of the bidder's experience.

The District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District or, in the District's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

13. Workers' Compensation

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the District, at the time of returning the executed Purchase Contract, the Workers' Compensation Certificate which is included as a part of the Contract Documents.

14. Anti-Discrimination

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

15. Hold Harmless

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

16. Substitutions

- (a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

- (b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least 10 working days before the bid opening date and time. If the requested substitution is acceptable, the District will approve it in an addendum issued to all bidders of record. Requests received less than 10 working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the District so states in an addendum issued to all bidders of record.
- (c) If a substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.
- (d) With respect to any materials, process, service, or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service, or equipment, its bid shall be considered as offering the specified material, process, service, or equipment referred to by the brand name or trade name specified.
- (e) Unless expressly authorized in the bid documents, no bid may be conditioned on the District's acceptance of a proposed substitution. Any bid containing any such condition may be treated as a non-responsive bid.
- (f) It is expressly understood and agreed that the District reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the District rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service, or equipment designated by brand name or trade name, or other item as specified, will be provided.
- (g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the District and on such terms as the District may require, or in an emergency, as in the case here a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.
- (h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.
- (i) Prior to contract award, the District shall notify the bidder of the District's decision concerning proposed substitutions of "equal" items submitted with the bid. The District shall notify bidder of the District's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the District shall be in writing, and no proposed substitution shall be deemed approved unless the District has confirmed it in writing.
- (j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

17. Surety Qualifications

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by District as sufficient. Other bonds required under the Purchase Contract executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating ("A minus, V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by District to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth

in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

18. Liquidated Damages

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the District will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the District for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

19. Fingerprinting Requirements

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form for certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by District.

20. California Products

Price, fitness, and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California. The District may next prefer supplies partially grown, manufactured, or produced in California. Where the District has a preference, the bids of the suppliers or the prices quoted by them (i) must not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, (ii) the major portion of the manufacture of the supplies is not done outside of California, and (iii) the public good will be served. Refer to specifications for indications of District preferences. Government Code Sections 4330-4334.

21. Post-Bid Credits

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the District less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

22. Contents of Bid

The bid will include the following documents and any other documents specified by District: Bid Submission Checklist, Bid Response Coversheet, Bid Form, Exhibit B Price Listing for Equipment, Vendor Information and Signatures, Contract Terms and Conditions, Additions, Deletions, and / or Exceptions, and Certifications and Affidavits.

23. Bid Protests

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

- (a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The protest shall be received by the District no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- (c) Each protest shall contain the following:
 - (i) Identification by name, address, and telephone number of the protesting person(s), company, and/or organization and identification of the project to which the protest pertains.
 - (ii) The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the 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.
- (d) Any protest not conforming to the requirements of this section shall be rejected as invalid.
- (e) Where a protest is filed in conformity with this section, the District's staff or such individual(s) as may be designated by the District, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.
- (f) Submission of a written protest to and receipt of a written decision from the District's staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.
- (g) The written decision by the District's staff may be appealed to the District. The appeal must be filed with the District's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the District's staff.
- (h) The appeal must clearly state the reasons and basis for appealing the decision of the District's staff, making specific reference to any portions of the material submitted with the protest required.
- (i) A hearing on the appeal shall be held before the District's governing board or other governing body within 45 days or less of receipt of the appeal.
- (j) The District's governing board or other governing body will make a decision within seven days following the hearing. The decision of the District's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (k) Submission of an appeal to and receipt of a decision from the District's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

24. Procedure for Protesting Being Deemed A Non-Responsible Bidder

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the District's governing board or other governing body. The protest must meet all of the following requirements:

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required materials shall not be recognized.
- (b) The appeal must be received by the District's governing board or other governing body within two business days of the action giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the District's governing board or other governing body prior to the award of contract.
- (d) The decision of the District's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the District's governing board or other governing body shall be considered an administrative remedy and failure to follow this procedure shall be a bar to any legal action.

END OF INSTRUCTIONS TO BIDDERS

BID FORMS

RFB # WKCCD 1920-102
ANATOMY EQUIPMENT

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

Refer to
Instructions to Bidders section of RFB

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

Bid: One (1) original printed document, and **eight (8)** copies of the Bid and attachments shall be **securely sealed in an envelope or box** and be delivered no later than **designated time and date for proposal submissions:**

October 31, 2019 at 3:00 p.m. (PST):

Deliver to: West Kern Community College District
Attn: Brock McMurray
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

Clearly written on the outside:

- **Bid name**
- **Bid number**
- **Vendor's Name**
- **Bid due date and time**

District is not responsible for late Bids or for Bids delivered to any other location. This **sealed envelope/box** must be received in the quantities and at the location stated above.

WARNING

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

BID RESPONSE COVER SHEET
This Sheet Must Be Submitted With Bid

PROPOSAL SUBMISSION DUE DATE AND TIME: October 31, 2019 AT 3:00 PM (PST)

Electronic and faxed responses will not be accepted.

□ **RFB #WKCCD 1920-102 ANATOMY EQUIPMENT**

Please bid your lowest prices for the equipment listed in Exhibit A. Before preparing your Bid, read thoroughly and acquaint yourself with the Bid Documents and forms of this RFB.

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

1. Bid Response Cover Sheet
2. Bid Form
3. Exhibit B: Price Listing for Equipment Requested
4. Proposal Forms:
 - Vendor Information and Signatory Page
 - Contract Terms and Conditions
 - Additions, Deletions, and/or Exceptions
 - Certifications and Affidavits

Upon award of contract, awarded Vendors must sign District’s Purchase Contract, see sample provided in the Sample Award section of this RFB.

For further information, contact the Office of Business Services at cbelcher@taftcollege.edu.

<p>I, the undersigned, hereby propose and agree to furnish and deliver goods and / or services in accordance with the Terms and Conditions, Bid Documents, and forms of this RFB. I have reviewed all the requirements to provide the Work set forth in the RFB, including, but not limited to, District’s requirements and Bid documents and hereby represent and warrant that Vendor has the capacity and ability to provide all Service required by RFB.</p> <p>I, the undersigned, certify I am thoroughly familiar with the contents of this RFB and am authorized to represent the Bidding Vendor.</p>	
Vendor Name	
Authorized Signature	
Date	
Print Name	Print Title

BID FORM

TO: THE GOVERNING BOARD OF WEST KERN COMMUNITY COLLEGE DISTRICT

FROM: (Vendor's Name) _____

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

RFB #WKCCD 1920-10 ANATOMY EQUIPMENT

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 Bid Documents including, if applicable, equipment or services specified in the following addenda, and/or amendments if applicable:

Addendum # _____, dated _____ **Addendum #** _____, dated _____

Addendum # _____, dated _____ **Addendum #** _____, dated _____

Amendment # _____, dated _____ **Amendment #** _____, dated _____

Vendor acknowledges the selection of Vendor rests with District. After submission and evaluation of Bids, District reserves the right to invite participating Vendors 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.

The required Bid security is hereto attached, if applicable.

Non-Collusion – by signing and submitting this Bid Form, 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 Vendors or potential Vendors. 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 Contract and that this Bid is made in good faith.

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

IMPORTANT NOTICE: If Vendor 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 Vendor, also names of all individual co-partners composing Vendor; if Vendor 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 Vendor 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 Vendor fail or refuse to return executed copies of the Agreement, required Bond(s) and other documents and certifications to District within ten (10) days of actual notice of the Award of the Contract to Vendor, then the security, if applicable, may be forfeited to District as liquidated damages.

A. In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents for the sum of:

_____ dollars.
[written in words]

\$ _____
[written in numbers]

- B. The Bidder agrees that upon written notice of acceptance of this bid, Bidder will execute the contract and provide all bonds and other required documents within 10 working days after contract award.
- C. This entire bid shall remain open and active for 60 days after bid opening.
- D. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to District the Purchase Contract and will also furnish and deliver to District any required bonds specified, certificates of insurance, and other required documents.
- E. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of California.

Name of Vendor: _____

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

Authorized Signature _____

Print Name _____

Print Title _____

Date _____

Vendor Address: _____

City, State, Zip: _____

Telephone _____ Fax _____

Email Address _____

If Vendor is a corporation, affix corporate seal:

EXHIBIT B
PRICE LIST OF EQUIPMENT

Model	Item Number	Number of Models needed	Cost per model	Total cost
Somso Block Model of Section of Skin	KS 3	1		
Somso Hinged Human Skin Model	KS 1	5		
Somso Kidney, Nephron and Glomerulus	LS 9	5		
3B Human Knee Joint	3B78	2		
Somso Artificial Human Skull	QS 7	6		
Somso Artificial Skull of the Fetus	QS 3/3	6		
3B Disarticulated Human Skeleton Complete Disarticulated	3B3	6		
Somso Skeleton of the Lower Extremity with Pelvis	QS 13	6		
Somso Skeleton of the Arm with Shoulder Girdle	QS 14	6		
3B Functional Shoulder	3B74	3		
3B Functional Hip Joint	3B76	1		
Somso Artificial Human Skeleton	QS 10/E	3		
3B Female Pelvic Skeleton	3B54	1		
3B Male Pelvic Skeleton	3B53	1		
Somso Artificial Human Skeleton	QS 10/9	1		
Somso Case with Colleciton Vertebrae and Spinal Cord	QS 54	6		
Somso Construction of Bone	QS 61	1		
Denoyer-Geppert Sarcomere	DG68	1		
Somso Human Torso Model with Head and Open Back	AS 23/2	6		
Somso Human Muscular Male Model	AS -3	5		
Somso Model of the Head	BS 17	1		
Somso Muscles of the Arm with shoulder girdle	NS 15	6		

Model (continued)	Item Number	Number of Models needed	Cost per model	Total cost
Somso Muscles of the Leg with Base of Pelvis	NS 10	6		
Somso Brain	BS 22	5		
Somso Ventricular Cavities of the Brain	BS 24	1		
Somso Human Spinal Cord Models Set	BS 32/37	7		
Somso Fifth Cervical Vertebra	BS 30	1		
Somso Model of a Synapse	BS 35/3	1		
Somso Transversely Striated Muscular Fibre W/Motor End Plate	BS 36	1		
Somso Median Section of the Head	BS 6/1	6		
Somso Eyeball	CS 5	7		
Somso Molar Tooth with Caries	ES 8	3		
Somso Ear	DS 3	6		
Somso 2-part Human Heart Model	HS 4	6		
Somso Lobule of the Lung	HS 23/1	1		
Somso Bronchial Tree	GS 4/3	6		
Somso Human Larynx Model	GS 10	1		
Somso Human Digestive Tract Model	JS 2/1	6		
Somso Human Circulatory System	HS 10	5		
Somso Human Thoracic Organ Model	HS 7	5		
Somso Median Section of the Male Pelvis	MS 2	5		
Somso Median Section of the Female Pelvis Female	MS 1	4		
Somso Right Kidney and Adrenal Gland	LS 1	1		
Somso Pelvis with Uterus in Ninth Month of Pregnancy	MS 13	1		
Somso Human Nervous System	BS 31	1		
Somso Functional Model of the Knee Joint	NS 50	3		

Total

VENDOR INFORMATION AND SIGNATORY PAGE

LEGAL ENTITY TO WHICH PURCHASE TO BE AWARDED IF YOU ARE THE AWARDED VENDOR		
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 PROPOSAL DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, PROPOSAL DOCUMENTS WILL AUTOMATICALLY RENDER PROPOSAL AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR VENDOR TO PRINT ONLY. AFTER PRINTING, VENDOR SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. TYPING RESPONSES IN ADOBE IS ALLOWABLE AS LONG AS THE RFP VERBIAGE IS NOT ALTERED. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE PROPOSAL 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 Proposal documents. Below is the name and signature of the individual authorized to complete, sign and submit this Proposal.

Signature	
Print Name	Print Title
Telephone #	Email Address

CONTRACT TERMS AND CONDITIONS

Each Vendor must state below whether it accepts the attached standard form of District agreement (“Agreement”). Any exceptions must be included, if at all, with Vendor’s Proposal submission.

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

Initial the Appropriate Choice, below:

_____ Vendor **accepts** the form of Agreement **without exception**.

OR

_____ Vendor proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Vendor shall:

1. Summarize any and all exceptions to the form of Agreement in this form, and
2. Enclose both a “red-lined” version of the Agreement, which clearly shows each proposed exception/modification, and
3. Provide a written explanation to substantiate each proposed exception/modification.

Vendor hereby agrees to the terms listed above. Below is the name and signature of the individual authorized to complete, sign and submit this Proposal.	
Signature	
Print Name	Print Title
Telephone #	Email Address

CERTIFICATIONS AND AFFIDAVITS

After reading EACH of the following sections, Vendor 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, Vendor 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, Vendor 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 Vendor’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 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 Proposal pursuant to the specifications set forth herein. District waives its right to require such other entities to draw their warrants in the favor of District and authorizes each agency to make payment directly to the successful Vendor. District shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor’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 Proposal Bid award. The District in no way warrants the legal sufficiency of this RFP to be used by other entities and shall in no event be held liable or responsible for any claim, damage, or cost arising from or relating to the use of the RFP pursuant to this Section. Check one of the following:

Piggyback provision GRANTED	Piggyback provision NOT GRANTED
------------------------------------	--

3. **NON-DISCRIMINATION CERTIFICATION.** Vendor, hereby certifies that in performing work or providing services for 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. Vendor 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.
4. **WORKERS’ COMPENSATION INSURANCE STATEMENT.** Vendor is 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.”

Vendor is 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 Contract.

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

Any person executing this declaration on behalf of a Vendor 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 Vendor.

6. **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 Vendor that a drug-free workplace will be provided by Vendor 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 Vendor’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:
 - A. The dangers of drug abuse in the workplace;
 - B. Vendor’s policy of maintaining a drug-free workplace;
 - C. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Vendor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Vendor agrees to fulfill and discharge all of Vendor’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 Contract 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.

Vendor and I understand that if District determines that Vendor 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 Contract awarded herein is subject to termination, suspension of payments, or both. Vendor and I further understand that, should Vendor violate the terms of the Drug-Free Workplace Act of 1990, Vendor may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

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

7. **REQUIREMENTS FOR ACCESSIBILITY FOR PERSONS WITH DISABILITIES.** Vendor agrees that it will adhere to the following requirements, which are the same requirements that the each California Community College must adhere to when they requested funding under this Grant.
- a. Vendor agrees that it complies with the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
 - b. Vendor, upon request, agrees that it shall make any materials produced available in Braille, large print, electronic text, or other appropriate alternate format. Vendor shall establish policies and procedures to respond to such requests in a timely manner and is permitted to charge a separate fee for aforementioned services.
 - c. All data processing, telecommunications, and/ or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Vendor, whether purchased, leased or provided under some other arrangement for use in connection with this RFP, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
 - d. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>).
 - e. Vendor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
 - f. Vendor and its subcontractors shall indemnify, defend, and hold harmless District, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

8. **CERTIFICATION REGARDING LOBBYING - FOR CONTRACTS, GRANT, LOANS AND COOPERATIVE AGREEMENTS.** This Certification is required for Proposals 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:

- a. 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.
- b. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person 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.
- c. 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:

<input type="checkbox"/>	No non-Federal funds have been used, or are planned to be used for lobbying in connection with this application/award/contract.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Not Applicable – Proposal is not \$100,000 or more.

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) Vendor is in compliance with each and every one of the above as required. Further, Vendor declares and certifies that the representations made herein are made under penalty of perjury under the laws of the State of California.

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

END CERTIFICATIONS AND AFFIDAVITS SECTION

BID SUBMISSION CHECKLIST

Vendor certifies by signature below that the following documents are included in the Bid submittal, fully completed in accordance with the proposal requirements:

- _____ This Bid Submission Checklist
- _____ Bid Response Cover Sheet
- _____ Bid Form
- _____ Vendor Information and Signatory Page
- _____ Contract Terms and Conditions
- _____ Additions, Deletions, and/or Exceptions
- _____ Certifications and Affidavits

Vendor shall submit one (1) original printed document, and **eight (8)** copies of the Bid and attachments shall be **securely sealed in an envelope or box** and be delivered no later than **Proposal Submission Due Date and Time:**

October 31, 2019 at 3:00 p.m. (PST)

END BID SUBMISSION CHECKLIST SECTION

**SAMPLE
AWARD DOCUMENT**

**Only Awarded Vendor(s)
Are Asked to Sign an Agreement**

**ANATOMY EQUIPMENT
RFB # WKCCD 1920-102**

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

WARNING

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

PURCHASE AGREEMENT
(Non-Public Works)

WEST KERN COMMUNITY COLLEGE DISTRICT

INDEPENDENT AUDIT SERVICES

[INSERT VENDOR'S NAME]

[INSERT EFFECTIVE DATES]

This Purchase Agreement ("Agreement") is made this **[INSERT EFFECTIVE DATE]**, by and between the West Kern Community College District, a California community college district and political subdivision of the State of California, ("District") and **[INSERT VENDOR'S NAME]**, ("Vendor"). District and Vendor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of specialized services and advice, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Purchase. Vendor sells to District, and District purchases from Vendor, the equipment, materials, and/or supplies identified on Attachment A. In addition, Vendor shall do everything required to provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required, to deliver, install, and/or assemble the items procured as required in this Purchase Contract and any specifications and other requirements issued by District in connection with this purchase. The purchase of equipment, materials, and/or supplies under this Purchase Contract, along with any associated services, shall be referred to collectively as the "Purchase."

All equipment, material, and/or supplies to be furnished, and all work to be performed, shall be in conformity with any plans, drawings, specifications, bonds, insurance policies, conditions, and modifications of any of those which, by this reference, are made a part of this Purchase Contract.

2. Contract Documents. The complete contract includes all documents comprising the bid package (including but not limited to any Instructions to Bidders, Bid Forms and Exhibits, Substitution Listing, Workers' Compensation Certificate, Guarantee) and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this contract.

3. Contract Price. Subject to the terms and conditions of this contract, District shall pay to Vendor for all items furnished and work to be performed under this contract the total sum of \$_____.

4. Payment.

A. Payment of the contract price shall be made when the product or service has been satisfactorily delivered to District and an invoice for completed services/delivery has been presented. In addition, the following terms of payment apply:
_____.

B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this contract including, by way of example only, the following:

- (1) Liquidated and other damages described in this contract.
- (2) Defective equipment, materials, supplies, or work not remedied;
- (3) Failure of Vendor to make proper payments to its subcontractor(s) or material men for materials or labor;
- (4) Damage to another vendor
- (5) Other damages sustained by District

5. Time for Performance. Vendor shall commence work on the Purchase on the date directed by District and shall complete the Purchase within _____ calendar days thereafter. Other delivery and/or timing issues are as follows:
_____.

6. Submission of Bonds and Insurance Certificates. Vendor shall not commence any work on the Purchase until Vendor has submitted to District all insurance certificates and bonds required by this Contract. All bonds and certificates shall be submitted to District within _____ days following issuance of this contract by District.
7. Liquidated Damages. If all Work is not delivered in accordance with the Agreement by fault of the Vendor, it is understood that the District will suffer damages. It is agreed that Vendor 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 awarded Vendor. Awarded Vendor 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 awarded Vendor. The awarded Vendor shall not be assessed liquidated damages for any delay in delivery if such delay is caused by a failure of District.
8. Insurance. 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 Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) 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.

Contractor agrees to name District, Taft College Foundation, District's Board of Trustees, its officers, agents, and employees 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(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Contract, Procurement and Risk Management Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, before Work is to commence.

9. Performance/Payment Bonds. Payment and performance bonds are not required on this Purchase, unless required in supplementary conditions.
10. Extra Work. Vendor and District agree that changes in this Contract or in the Purchase to be made under this Contract shall become effective only when written in the form of a supplemental condition or Change Order and approved and signed by District and Vendor. Should District direct or request additional purchases or work not otherwise included within Paragraph 1 of this Contract, the cost of the additional purchases or work shall be added to the Contract Price and paid by District pursuant to this Contract. The term "cost" as used in this paragraph means the actual cost to the Vendor of the labor, equipment, materials, supplies, or subcontracts required for the additional purchase or work, increased by ten percent for Vendor overhead and profit, including increased bond costs, if applicable.
11. 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.
12. Termination of Contract. Should Vendor commit any of the acts specified in this paragraph, District may, by giving seven days written notice to Vendor, without prejudice to any other rights or remedies afforded District by law or by this Contract, terminate the services of Vendor under this contract; take possession of the Purchase and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Purchase by whatever method District may deem expedient. Vendor shall be deemed to have committed an act specified in this paragraph if Vendor:
 - A. Is adjudged a bankrupt;
 - B. Makes a general assignment for the benefit of creditors;
 - C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Purchase in the time specified in this Contract;
 - D. Fails to make prompt payment to subcontractors, workers, or material men for labor performed on or materials furnished to the Purchase;
 - E. Persistently disregards any laws or ordinances relating to the Purchase or its completion; or
 - F. Otherwise commits a substantial violation of any provision of this Contract.

11. Extension of Time. Liquidated damages shall not be imposed because of any delays in completion of the Purchase due to (1) unforeseeable causes beyond the control and without the fault or negligence of Vendor and (2) performing any extra purchase or work pursuant to this Contract.
12. Clean-up. Vendor shall, on completion of the Purchase, remove all debris and surplus materials from the Purchase site.
13. Notices. 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, (b) electronic mail, or (c) 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. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: West Kern Community College District
 Attn: Executive VP Administrative Services
 29 Cougar Drive
 Taft, CA 93268
 Phone: (661) 763-7727
 Fax: (661) 763-7828

Vendor: **[INSERT CONTRACTOR'S NAME]**
Attn: [IF BUSINESS INSERT CONTRACT PERSON'S NAME]
[INSERT ADDRESS]
[INSERT CITY, STATE, ZIP]
Phone: [INSERT PHONE NUMBER]
Email: [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.

13. Guarantee. Vendor guarantees all Purchase work for a period of one year after acceptance of the work by District and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials. This shall be in addition to any equipment or materials warranties as specified and/or required elsewhere.
14. Labor Code. Vendor shall comply with all applicable provisions of the California Labor Code in providing products or services under this Purchase Contract.
15. Laws and Regulations. Vendor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.
16. Substitutions. All Work proposed must conform to the Scope of Work set forth in Proposal Documents. The District reserves the right to reject all Proposals that do not conform to the Scope of Work. If Vendor does not indicate clearly and in writing that the Work proposed is other than that specified in the RFP ("Equivalent Proposal"), it is understood that Work 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 Vendor with an Equivalent Proposal must demonstrate why such Equivalent Proposal meets the requirements herein. Proposals varying from District's RFP in significant detail from the specifications set forth herein are not solicited and may be disqualified at District's sole discretion and regardless of Vendor's analysis. The District's opinion shall be final.
17. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used in connection with the Purchase shall be furnished and paid for by Vendor.
18. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.
19. Ownership of Drawings. All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Purchase documents and copies thereof furnished by District are District's property. They are not to be used in other work and are to be returned to District on request at completion of work.
20. Entire Agreement. This document, including any conditions, exhibits, schedules, plans, or specifications to which it refers, constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the

Purchase which is the subject of the agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.

21. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Contract, Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall be free to contract for similar services to be performed while under contract with District, provided that Contractor will not accept such engagements which interfere with performance under this Contract. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefit District provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of District.

22. Miscellaneous.

- A. Waiver. Any of the terms or conditions of this Contract may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Contract.
- B. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Contract without the written consent of the other party. Any purported assignment without written consent shall be void.
- C. Parties in Interest. Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any person other than the parties to it and their respective successors and assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third person to any party to this Contract, nor shall any provision give any third person any right of subrogation or action against any party to this Contract.
- D. Severability. If any provision of this Contract is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall continue in full force and effect and shall in no way be impaired or invalidated.
- E. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.
- F. Authority to Enter Into Agreement. Each party to this Contract represents and warrants that it has the full power and authority to enter into this Contract, to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Contract.
- G. Conflict of Interest. The parties to this Contract have read and are aware of the provisions of Section 1090 and following and Section 87100 and following of the Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of District relating to this Contract. It is further understood that if such a financial interest does exist at the inception of this Contract, District may immediately terminate this Contract by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Contract.
- H. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Contract based on gender or any other basis prohibited by applicable law.
- I. Licenses and Permits. Contractor represents that Contractor, and Contractor's employees who will render services under this Contract, are fully qualified and competent to provide the services called for under the Contract. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Contract, at Contractor's expense unless specified otherwise in the Contract.

ADDITIONAL OPTIONAL PROVISIONS (BOTH PARTIES INITIAL IF APPLICABLE)

_____ **Confidentiality.** Contractor shall at all times protect the confidentiality of all matters to which Contractor has access under this Contract, including but not limited to any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any such matter with any person other than District's authorized representatives without prior written consent of District, a court order, judicial subpoena, or other valid legal process. Contractor shall notify District immediately by telephone and fax of any subpoena or court order seeking information covered by this Contract.

_____ **Contractor's Records.** Contractor agrees to maintain and make available to District accurate books and records relative to all activities under this Contract. Contractor shall permit District to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Contract. Consultant shall maintain such data and records in an accessible location and condition for a period not less than years from the date of final payment under this Contract.

Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall contract with the Department of Justice for "subsequent arrest service" and shall immediately inform District, and remove from District's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been subsequently charged with a felony defined in Education Code Section 45122.1, pending resolution of the criminal charge. Contractor shall indemnify, hold harmless, and defend District from any and all damages, claims, lawsuits, penalties, or causes of action arising out of Contractor's failure to comply with this section or arising out of Contractor's removal of any employee based on a subsequent arrest.

Pupil Safety Requirements. District has determined that Contractor's activities will involve limited or no contact with Superintendent's pupils. However, in order to help assure the safety of pupils, Contractor's employees shall check in at the site office upon arrival and departure to notify District's personnel of their presence. Contractor's employees shall not travel to areas of the campus where pupils.

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.

Please INITIAL appropriate box:

	No non-Federal funds have been used, or are planned to be used for lobbying in connection with this application/award/contract.
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	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.
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IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

WEST KERN COMMUNITY COLLEGE DISTRICT

BY: _____
Signature of Authorized Representative

BY: _____
Signature of Authorized Representative

Print Name _____

Print Name **Dr. Debra Daniels**

Print Title _____

Print Title **President / Superintendent**

Date _____

Date _____

District's Board of Trustee's Approval/Ratification Date **November 14, 2019**

District Initiating Department

District Contact Name

District Contact Extension

Funding Source (G/L Account)

Fiscal Services

Amanda Bauer

7853

12658-226-6414-04100