

Invitation for Bid (IFB) No. 2094

Supply and Delivery of Anatomical Models



INVITATION FOR BIDS

Notice is hereby given that the RIO HONDO COMMUNITY COLLEGE DISTRICT of Los Angeles County, California, acting by and through its Board of Trustees ("District"), will receive up to, but not later than 2:00pm PST on April 14, 2023 sealed bids for the award of a Contract for the following: **Bid No. 2094 - Supply and Delivery of Anatomical Models.**

All bids shall be made and presented only on the forms presented by the District and must conform with and be responsive to the contract documents. Copy of the bid can be downloaded online at: <http://www.riohondo.edu/finance-andbusiness/doing-business-with-rhc/current-or-recent-bids-and-rfps/>.

Felix Sarao
Director of Contract Management & Vending Services
Rio Hondo Community College District
City of Whittier, County of Los Angeles,
State of California
Phone: (562) 908-3493
Email: purchasing@riohondo.edu

Publish: March 15, 2023 and March 22, 2023
• San Gabriel Valley Tribune

Bid Information and Instructions

This Invitation for Bid (IFB) sets forth Rio Hondo Community College District's (District) rules, regulations, procedures and requirements pertaining to the bidding of District requirements. The Bidder is urged to read carefully the information and the instructions contained in this IFB. The submission of a Bid creates a rebuttable presumption that the Bidder has read and understands all documents, which constitute the Contract.

1. **IFB Schedule.** The following are the schedule of events for this solicitation:

| | |
|--|-----------------------------------|
| Advertisements Dates | March 15, 2023 and March 22, 2023 |
| Last Day for Submission of Bidder Questions | April 3, 2023 @ 2:00 PM (PST) |
| Due Date and Time for Submission of Bid Proposal | April 14, 2023 @ 2:00 PM (PST) |

2. **Submittal of Bid Proposals.** All Bid proposals shall be submitted on forms furnished by the District. Bid proposals should conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth Article 3 below. Only Bid proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid proposals shall be considered.
3. **Bid and Contract Documents.** The Bid and Contract Documents can be downloaded at:
<http://www.riohondo.edu/finance-and-business/doing-business-with-rhc/current-or-recent-bids-and-rfps/>
4. **Bid Proposal.** Each Bid proposal should consist of:
- a) Bid Proposal Form
 - b) Bid Bond
 - c) Certification of Restrictions on Lobbying
 - d) Certification Regarding Debarment, Suspension or Ineligibility for Award (34 CFR 85)
 - e) Non-Collusion Affidavit
 - f) Bidder Information

All information or responses of a Bidder in its Bid proposal and other documents accompanying the Bid proposal should be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder may be grounds for the District to reject such Bidder's Bid proposal for non-responsiveness.

5. **Specifications.**

A. Bidders are expected to meet or exceed the specifications in their entirety. The Bid proposal should be in accordance with the specification described in Exhibit A. If products and/or services as proposed do not comply with specifications as written, Bidder should attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation should be understood to mean that Bidder proposed to meet all details of these specifications. Successful Bidder(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services

delivered do not meet requirements of this specification, the successful Bidder shall be required to correct same at Bidder's own expense.

- B. The District will accept alternate proposals of a designated material, product, thing, service, "or equal", and will determine if such alternate proposals are satisfactory in meeting a mandatory requirement or specification and if the proposed alternate meets the intent of the original mandatory requirement.
6. **Public Records.** All documents included in Bid proposals become the exclusive property of the District upon submittal to the District. All Bid proposals and other documents submitted in response to the IFB become a matter of public record, except for information contained in such Bid proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.
 7. **Signatures.** All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.
 8. **Modifications.** Changes to the Bid proposal which are not specifically called for or permitted may result in the District's rejection of the Bid proposal as being non-responsive. No oral or telephonic modification of any submitted Bid proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid proposals.
 9. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid proposals should not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid proposal. Any Bid proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid proposal as being non-responsive.
 10. **Bid Security.** Each Bid proposal should be accompanied by Bid Security in an amount not less than **TEN PERCENT (10%)** of the maximum amount of the Bid proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid proposal to be accompanied by Bid Security in the form and in the amount required will render such Bid Proposal to be non-responsive and rejected by the District.
 11. **Substitute Security.** In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have **thirty (30) days** following action by the District's Board of Trustees to award the Contract to such Bidder to submit its written request to the District to permit the substitution of securities for retention. The failure of the Bidder to make such written request to the District within said thirty (30) day period shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.

12. **Examination of Bid and Contract Documents.** Before submitting a Bid, the Bidder shall become thoroughly familiarized with all bid and contract documents, and any addenda issued prior to the bid submission date. Such addenda shall form a part of the Bid and shall be made a part of the Contract Documents.
13. **General Terms and Conditions.** Appendix G (Sample Agreement) contains the general terms and conditions for this IFB. The District reserves the right to modify Exhibit J to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Appendix G as a mechanism to expedite the contract negotiation process.
14. **Bidder's Past Performance.** A Bidder may be ruled "non-responsible" based upon Bidder's unacceptable past performance which may include but not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default. etc.
15. **Bidder's Information Form with Bid.**
 - A. A completed "Bidder Information Form" should be submitted as part of the bid package. The information provided therein will be used solely for evaluating the qualifications of the Bidder and their organization to carry out satisfactorily the terms of a contract. The Bidder Information Form should be filled out accurately, completely and submitted with the bid. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid involved.
 - B. The District reserves the right to evaluate the information provided on the Bidder Information Form prior to award of any Contract(s) and if representatives of the District determine after such evaluation that the Bidder is not capable of proper and satisfactory performance (service) to the District, its Bid will not be considered further.
16. **Debarment and Suspension Certification.** Effective November 26, 2003, the Department of Education implemented 34 CRF Part 85 that applies to any procurement or subcontract expected to be worth \$25,000 or more funded or authorized under Department of Education programs.
17. **Bidders Interested in More Than One Bid Proposal.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid proposal for the proposed Work to the District.
18. **Alternate Bid Item(s).** If the Bid proposal forms do not specifically call for the submittal of alternate bid item(s) and a Bidder submits alternate bid item(s), the District may deem the Bid proposal to be non-responsive and reject the same. In the event that alternate item(s) are specifically called for in the Bid proposal forms, any Bid Proposal which does not include bid(s) for the alternate item(s) may result in the Bid proposal being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are specifically called for in the Bid proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) to be in the amount(s) set forth in the Bidder's Bid proposal for such alternate item(s).
19. **Inquiries and Clarifications.** This document is for informational purposes and shall not relieve the Bidder of the requirements to fully familiarize itself with all the factors affecting the Project and this

Bid. The Bidder is advised that all inquiries and clarifications about the Bid Documents, Drawings, Specifications, etc., shall be submitted to the District in writing on or before the time and date described in the IFB. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be sent via email to:

Felix G. Sarao
Director - Contract Management & Vending Services
Rio Hondo Community College District,
3600 Workman Mill Road, Whittier, CA 90601
Email: purchasing@riohondo.edu

20. **Delivery of Bid Proposal.** It is the Bidder's responsibility to deliver their Bid proposal prior to the time stated for opening of bids. The Bidder should plan their delivery schedule to arrive early taking into consideration accident, breakdown, freeway congestion, traffic delays, check-in at the parking control booth, parking, etc. The District will not consider or take into account any excuse by the Bidder for delivery of its bid after the time stated for the bid opening. Late bids will be returned to the Bidder unopened.
21. **Bid Proposal Preparation Costs.** All costs incurred in the preparation and submission of Bid proposals and related documentation will be borne by the Bidder.
22. **Order of Precedence - Sealed Bidding.** Any inconsistency in this solicitation or contract will be resolved by giving precedence in the following order: (a) Statement of Work; (b) representations and other instructions; (c) contract clauses; and (d) other documents, exhibits, and attachments.
23. **Acceptance, Rejection or Withdrawal of Bid.**
 - A. Bids submitted hereunder shall remain open, valid and subject to acceptance for a period of thirty (30) days after the Bid Opening Date. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals. Upon mutual agreement by the District and the selected Bidder, the thirty (30) day period may be extended by an additional amount of time as mutually agreed upon.
 - B. The District reserves the right to reject any and all bids.
 - C. Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid proposals. Requests for withdrawal of Bid proposals after scheduled closing time shall be in accordance with Public Contract Code §§5100 et seq.
24. **District Rights and Award of Contract.**
 - A. **Modification of Contract Documents.** Before the scheduled closing time for receipt of Bid proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda. All addendums will be posted to the District website.

<http://www.riohondo.edu/finance-and-business/doing-business-with-rhc/current-or-recent-bids-and-rfps/>
 - B. **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid proposal or in the bidding.

- C. **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid proposal on the basis of the Base Bid Proposal.
- D. **Notice of Intent to Award Contract.** Following the public opening and reading of Bid proposals, the District will issue a Notice of Intent to Award the Contract identifying the Bidder to whom the District intends to award the Contract.
- E. **Responsive Bid Proposal.** A responsive Bid proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.
- F. **Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above.
25. **Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.
26. **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District's sole and exclusive discretion.

27. **Incorporated Documents.**

A. Any Contract awarded pursuant to this IFB will incorporate the requirements and specifications contained in this IFB, any addenda to this IFB issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.

B. The following exhibits shall also apply and incorporated by reference:

Exhibit A: Statement of Work

Appendix A: Bid Proposal Form

Appendix G: Sample Agreement

28. **Bid Protest.** Any Bidder submitting a Bid proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

A. All protests shall be filed, handled and resolved in a manner consistent with the District's Protest Procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Invitation for Bid (IFB) document must be filed within ten (10) calendar days after the date the IFB is first advertised. Protests relating to a recommendation for award solicited by this IFB must be filed by an "interested party" within five (5) business days after the staff's written recommendation and Notice of Intent to Award is issued to the proposing firms. The date of filing shall be the date of receipt of protests by the District.

B. All protests shall be filed in writing with the Vice President, Finance and Business, Rio Hondo College, 3600 Workman Mill Road, Whitter, CA 90601. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

- The name and address of the interested party and its relationship to the procurement;
- Identification of the proposed procurement or contract;
- Substantive description of the nature of the protest;
- All documentation supporting the allegations of the protest; and
- Statement of the specific relief requested

C. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President, Finance and Business or designee, shall review and evaluate the basis of the bid protest. The District's Vice President, Finance and Business or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest.

D. The District's Vice President, Finance and Business will make a determination on the protest, normally within thirty (30) days from receipt of protest. The District's Vice President, Finance and Business has the authority to make a final determination and the decision shall constitute the District's final administrative remedy.

Exhibit A Statement of Work

1. **Scope of Work.** The Contractor shall furnish to the District the following (the Work): **Supply and Delivery of Anatomical Models** (“Goods”) and provide all time, labor and materials required to do the Work; as described in this Statement of Work. Contractor shall provide the required Goods meeting or exceeding the relevant technical specifications.
2. **Delivery Date.** Contractor shall deliver all of the required Goods assembled and ready to use within eleven (11) months from Notice to Proceed. Partial deliveries can be accepted but will not change aforementioned delivery requirements.

Note: A Bidder’s proposed delivery time of more than eleven (11) months may be deemed non-responsive.

3. **Estimated District Requirements.**

- A. The District’s “estimated requirements” are set forth in the Specifications (See Article 4 below) and in the Bid Proposal Form.
- B. The District’s actual requirements may vary from a minimum of 80% of the estimated requirement to a maximum of 150% of the estimated requirement.
- C. The District reserves the right to purchase from other than the Contractor such items not on hand or readily available to the Contractor, which are urgently needed by the District.

4. **Specifications.**

See Appendix A - Bid Proposal Form.

5. **Delivery Requirements.**

- A. All services shall be rendered as directed by the District.
- B. Contractor will deliver to Rio Hondo Central Receiving and coordinate with District representative. Please see below for delivery address and contact information.

- Rio Hondo Community College District
Central Receiving
3600 Workman Mill Rd
Whittier, CA 90601

Uziel Merino
Phone: (562) 463-7214
Email: Warehouse@riohondo.edu

6. **Preferential Pricing.** The District shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Contractor to any other community college, school district, state, county, municipal or local government agency for the product(s) listed herein.

7. **Product Substitution/Manufacturer’s Brand Change** - Subject to review and approval of the District.

8. Failure of Contractor to Provide the Service/Products as Agreed.

- A. If in the opinion of the District, the Contractor at any time during the period of the Contract, fails to properly and satisfactorily perform the service/provide the product(s) called for in the Contract, or otherwise fails or neglects to comply with the terms of the Contract, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for procurement costs incurred by the District.
- B. **It is specifically provided and agreed that time shall be of the essence in regard to the Contract performance requirement.** Unacceptable performance may include but not limited to: late/non deliveries, delivery of wrong material, products not meeting specification, giving wrong prices, invoicing problems, etc.

9. Manufacturer's Warranty (if applicable).

- A. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications, and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- B. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, customer agencies, and users of the goods or services

10. District Ordering Procedures.

A Purchase Order will be issued by the District after the Contract has been fully executed. The Contractor will be required to itemize costs, i.e., cost of the commodity, shipping and/or handling and apply sales tax as appropriate.

11. Quality of Goods.

- A. The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by the District. Unless otherwise indicated in the Contract or Purchase Order, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by the District. The District shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of the District to accept or reject such alternative.
- B. Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

12. Rights in Property.

- A. All property purchased by the Contractor for the District, shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the Contractor.

- B. Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.
- C. The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.
- D. The Contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

13. Additional Terms and Conditions.

A. Audit and Inspection of Records.

- a) The Contractor shall maintain, and the District shall have the right to examine and audit, all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract.
- b) The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs, or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or if the Contract is terminated in whole or in part until three (3) years after the final Contract close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.
- c) Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its Subcontractors and Suppliers written agreements to the requirements of this Section and shall, upon the District's request, provide a copy of such agreements.

B. **Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

C. **Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. ("IRCA"); the

successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

D. Invoices and Payments.

- a) All invoices must be sent to the following address below:

Rio Hondo Community College District
Accounts Payables
3600 Workman Mill Road,
Whittier, CA 90601
Phone: (562) 463-7095 / (562) 908-3404
Email: accountspayables@riohondo.edu

- b) All invoices submitted for payment must include the District Purchase Order (P.O.) Number and be under the same firm name as shown on the P.O./Contract.
- c) Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

Appendix A Bid Proposal Form

TO: **RIO HONDO COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("District"), 3600 Workman Mill Road, Whittier, California 90601.

FROM:

(Name of Bidder as listed on License)

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

(Email)

[Name(s) of Bidder's Authorized Representative(s) & Title]

A. Base Bid. Pursuant to and in compliance with the IFB, the undersigned Bidder, having reviewed the Statement of Work and Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work described as:

Bid No. 2094 - Supply and Delivery of Anatomical Models

| Item No. | Item Description | Bidder Cat. No. | Qty. (A) | Unit Price (B) US\$ | Extended Total (A X B) US\$ |
|----------|---|-----------------|----------|---------------------|-----------------------------|
| 1 | Artery and Veins (SOMSO Cat. No. HS 25/2) | | 12 | | |
| 2 | Base of Skull with Arteries (SOMSO Cat. No. QS 65/6) | | 12 | | |
| 3 | 18-Piece Model of the Skull with Cervical Vertebral Column, Hyoid Bone and Mast. Muscles (SOMSO Cat. No. 8/318C+M) | | 12 | | |

| | | | | | |
|----|--|--|----|--|--|
| 4 | Artificial Human Skeleton, Male - On Stand on Rollers (SOMSO Cat. No. QS 10/1) | | 12 | | |
| 5 | Artificial Skull of a Fetus (SOMSO Cat. No. QS 3/3) | | 12 | | |
| 6 | Artificial Skull of a Fetus (SOMSO Cat. No. QS 3) | | 12 | | |
| 7 | Artificial Temporal Bone with Labyrinth (SOMSO Cat. No. QS 8/54) | | 12 | | |
| 8 | Block Model of Section of Skin (SOMSO Cat. No. KS 3) | | 12 | | |
| 9 | Brain Model with Arteries, Falix Cerebri and Indicated Cytoarchitectural Areas (SOMSO Cat. No. BS 23/4) | | 12 | | |
| 10 | Bronchial Tree (SOMSO Cat. No. HS 21/1) | | 12 | | |
| 11 | Cavities of Nose, Mouth and Throat with Larynx (SOMSO Cat. No. FS 5) | | 12 | | |
| 12 | Cervical Vertebra (C VI) with Spinal Cord (SOMSO Cat. No. BS 29) | | 12 | | |
| 13 | Cervical Vertebral Column (SOMSO Cat. No. QS 65) | | 12 | | |
| 14 | Circulatory System (SOMSO Cat. No. HS10) | | 12 | | |
| 15 | Ear, in 3 parts (SOMSO Cat. No. DS 3) | | 12 | | |
| 16 | Eyeball with Part of Orbit, enlarged approximately 3 times (SOMSO Cat. No. CS 2) | | 12 | | |
| 17 | Female Genital Organs (SOMSO Cat. No. MS 5) | | 12 | | |
| 18 | Female Pelvis (SOMSO Cat. No. MS 8/1) | | 12 | | |
| 19 | Fetal Heart (SOMSO Cat. No. HS 24) | | 12 | | |
| 20 | Glomerulus (SOMSO Cat. No. LS 7) | | 12 | | |
| 21 | Heart on Diaphragm Base (SOMSO Cat. No. HS 22) | | 12 | | |
| 22 | Heart with Conducting System, enlarged approximately 1-1/2 times (SOMSO Cat. No. HS 6/1) | | 12 | | |
| 23 | Labyrinth (SOMSO Cat. No. DS 13) | | 12 | | |

| | | | | | |
|----|--|--|----|--|--|
| 24 | Larynx with Trachea (SOMSO Cat. No. GS 4/1) | | 12 | | |
| 25 | Liver and Gallbladder (SOMSO Cat. No. JS 8) | | 12 | | |
| 26 | Lobule of the Lung (SOMSO Cat. No. HS 23/1) | | 12 | | |
| 27 | Lumbar Vertebra (L II) with Lumbar Region of Spinal Cord (SOMSO Cat. No. 28) | | 12 | | |
| 28 | Male Genital Organs (SOMSO Cat. No. MS 3) | | 12 | | |
| 29 | Mammary Gland in Resting Position (SOMSO Cat. No. MS 7) | | 12 | | |
| 30 | Mammary Gland of a Nursing Woman (SOMSO Cat. No. MS 7/1) | | 12 | | |
| 31 | Median Section of the Female Pelvis (SOMSO Cat. No. MS 1) | | 12 | | |
| 32 | Median Section of the Male Pelvis (SOMSO Cat. No. MS 2) | | 12 | | |
| 33 | Muscles of the Arm with Shoulder Girdle (SOMSO Cat. No. NS 15) | | 12 | | |
| 34 | Model of a Synapse (SOMSO Cat. No. BS 35/3) | | 12 | | |
| 35 | Muscles of the Leg with Base of Pelvis (SOMSO Cat. No. NS 10) | | 12 | | |
| 36 | Muscular Torso with Head and Open Back, in 20 parts (SOMSO Cat. No. AS 23/2) | | 12 | | |
| 37 | Nephron (SOMSO Cat. No. LS 6) | | 12 | | |
| 38 | Neuron (SOMSO Cat. No. BS 35) | | 12 | | |
| 39 | Ossicles (SOMSO Cat. No. DS 18) | | 12 | | |
| 40 | Pancreas with Spleen and Duodenum (SOMSO Cat. No. JS 11) | | 12 | | |
| 41 | Pelvis with Uterus in Ninth Month of Pregnancy (SOMSO Cat. No. MS 13) | | 12 | | |
| 42 | Relief Model of the Ovary (SOMSO Cat. No. MS 51) | | 12 | | |
| 43 | Right Kidney and Adrenal Gland (SOMSO Cat. No. LS 1) | | 12 | | |
| 44 | Section through the Central Spiral of the Cochlea (SOMSO Cat. No. DS 10) | | 12 | | |

| | | | | | |
|----|--|--|----|--|----|
| 45 | Series showing Pregnancy (SOMSO Cat. No. MS 12) | | 12 | | |
| 46 | Skeletal Muscular Fibre - Functional Model (SOMSO Cat. No. BS 36/1) | | 12 | | |
| 47 | Skeleton of Female Pelvis (SOMSO Cat. No. QS 26) | | 12 | | |
| 48 | Skeleton of Male Pelvis (SOMSO Cat. No. QS 16) | | 12 | | |
| 49 | Spinal Cord in the Spinal Canal (SOMSO Cat. No. BS 31) | | 12 | | |
| 50 | Spinal Cord with Nerve Branches (SOMSO Cat. No. BS 33) | | 12 | | |
| 51 | Stomach (SOMSO Cat. No. JS 4) | | 12 | | |
| 52 | Thoracic Vertebra (TH II) with Spinal Cord (SOMSO Cat. No. BS 28/1) | | 12 | | |
| 53 | Tongue (SOMSO Cat. No. FS 8) | | 12 | | |
| 54 | Total Atrioventricular Canal (SOMSO Cat. No. OS 7/4) | | 12 | | |
| 55 | Transparent Brain Model (SOMSO Cat. No. BS 25/T) | | 12 | | |
| 56 | Transversely Striated Muscular Fiber with Motor End-Plate (SOMSO Cat. No. BS 36) | | 12 | | |
| 57 | Urinary Organs (SOMSO Cat. No. LS 3) | | 12 | | |
| 58 | Vascular Architecture of the Liver (SOMSO Cat. No. JS 8/1) | | 12 | | |
| 59 | Three Dorsal Vertebrae with Discs (SOMSO Cat. No. QS 58) | | 12 | | |
| 60 | Artificial Human Skull (SOMSO Cat. No. QS 7/E) | | 6 | | |
| | Sub-Total | | | | \$ |
| | Sales Tax | | | | \$ |
| | Shipping and Handling | | | | \$ |
| | BASE BID (Total Amount) | | | | \$ |

B. **Delivery.** If awarded the contract, we agree to deliver the order within approximately _____ calendar days after District's issuance of Notice of Intent to Award.

Note: Bidder should fill up item B.

**Appendix B
Bid Bond**

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **RIO HONDO COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal for the Work commonly described as **Bid No. 2094 - Supply and Delivery of Anatomical Models** and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **TEN PERCENT (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for Ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ___day of ___, 2023 by their duly authorized agents or representatives.

Bidder:

(Corporate Seal)

(Principal's Name)

By: _____
(Signature)

(Typed or Printed Name & Title)

(Address)

(Corporate Seal)

(Surety's Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(Address of Surety's Office where Bond is issued)

(Area Code and Telephone Number of Surety)

Appendix C
Certification of Restrictions on Lobbying

I, _____, hereby certify
(name and title of Contractor or Sub-contracting official)

on behalf of _____ that:
(name of Contractor (company) or Subcontractor)

- 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 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

Executed this _____ day of _____, 2023.

By: _____ (Signature of Authorized Official)

Typewritten or Printed Name _____

Title of Authorized Official _____

Appendix D
Certification Regarding Debarment, Suspension or
Ineligibility for Award
(34 CFR 85)

The following certification is applicable only to contracts for \$25,000.00 or more that are funded in whole or in part with Federal funds.

By signing this document, the Bidder certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded by any Federal department or agency;
- b. Have not, within a three (3) year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph **b.** (above) of this certification; and
- d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to the Bid.

Name of Firm:

By:

(Signature)

By:

(Print Name)

Title: _____

Dated this ___ Day of ____, 2023

**Appendix E
Non-Collusion Affidavit**

STATE OF CALIFORNIA
COUNTY OF _____

I, _____ being first duly sworn, deposes and says that I
(Typed or Printed Name)

am the _____ of _____, the party
(Title) (Bidder Name)

submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation;

The Bid Proposal is genuine and not collusive or sham;

The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding;

The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract;

All statements contained in the Bid Proposal and related documents are true; and

The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 2023 at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

Appendix F Bidder Information

The information provided therein will be used solely for evaluating the qualifications of the Bidder to satisfactorily perform the contractual terms and conditions set forth. Any error, omissions or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

1. General.

Authorized Representative (Name & Position): _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

2. Experience.

A. Number of years' experience in providing this type of equipment/service: _____ years.

B. Describe past projects comparable in scope and magnitude with this IFB. In addition, you must also describe your current ability and capacity to perform and deliver the products required by this IFB. (include with bid.)

Note: Bidders must be operating under the same legal entity and ownership for at least three (3) years to be considered responsive for this bid. Bidders not meeting this requirement will be considered non-responsive.

3. References.

List at least three (3) references of your firm's major clients for contracted product/service like those to be provided in this IFB. Include firm's name, location, telephone and contact person.

A. Firm's Name: _____

Address: _____

Contact Person: _____ Telephone: _____

B. Firm's Name: _____

Address: _____

Contact Person: _____ Telephone: _____

C. Firm's Name: _____

Address: _____

Contact Person: _____ Telephone: _____

4. Bidder Qualifications

Provide (include with bid) sufficient information regarding your firm's qualifications to provide the District's requirements as described in this IFB. Your firm may include supporting literature and attachments which the District may use to establish the responsibility and capacity of your firm to meet District requirements.

Appendix G
RIO HONDO COMMUNITY COLLEGE DISTRICT
Sample Agreement

THIS AGREEMENT is made and entered into this XXth day of Month, 2023 (“Effective Date”) at Whittier, County of Los Angeles, State of California, by and between the Rio Hondo Community College District, (“District”), and TBD (“Contractor”). District and Contractor are hereinafter referred to individually as a Party or jointly as Parties.

Article 1. Purpose of the Agreement. The Agreement sets forth the terms and conditions upon which District retains Contractor for the Work described as: **IFB No. 2094 - Supply and Delivery of Anatomical Models** (See Exhibit A).

Article 2. Term. The term of the Agreement is **one (1) year**.

Article 3. Services to be Performed. Contractor hereby agrees to perform the services set forth in this Agreement and Statement of Work (“Exhibit A”) to the satisfaction of the District.

Article 4. Licenses and Permits: The Contractor, inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Contract, or any municipal, County, State or Federal law or regulation. Business license shall be prominently displayed at the District Premises.

Article 5. Independent Contractor:

- A. Contractor is an independent Contractor. The Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, Medical Insurance, Student Health Services, State Unemployment Compensation or Worker's Compensation. The Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.
- B. Contractor shall not represent itself as 1) Rio Hondo 2) Rio Hondo Community College, or 3) Rio Hondo Community College District to any employee or supplier.

Article 6. Insurance.

- A. The Contractor shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions the following:
 - 1. Comprehensive or Commercial General Liability, Bodily Injury and Property Damage Liability Insurance (Blanket Contractual Liability and Product Liability included) - Minimum limits of \$1,000,000 per occurrence / \$4,000,000 aggregate for bodily injury and property damage. The insurance shall be primary and non-contributory.
 - 2. Worker's Compensation and Employers Liability - As required by applicable state law.
 - 3. Automobile Liability insuring owned and non-owned vehicles (when on District Property)
- B. If the insurance is written on a claims-made form, it will continue for three (3) years following termination of Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- C. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation.
- D. The District may require provision of a copy of the insurance policy in its entirety. Contractor agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 7. Administration of Agreement. This Agreement shall be administered on behalf of the Parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT**:

Felix G. Sarao
Director, Contract Management and Vending Services
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601
Phone: (562) 908-3493
Email: fsarao@riohondo.edu

For **CONTRACTOR**: TBD

Article 8. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth 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, the addresses of the parties are as set forth above.

Article 9. Termination for Cause. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure, such as, to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

Article 10. Termination for Convenience. Either Party may terminate the Agreement at any time without penalty upon ten (10) days' prior written notice.

Article 11. Indemnity. Except as otherwise expressly provided herein, Contractor and District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

Article 12. Conflict of Interest. Prior to execution of this Agreement, Contractor shall disclose in writing to District any and all compensation, actual or potential, which Contractor may receive in any form from a Party other than the District as a result of performance of this contract by Contractor. If Contractor becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Contractor shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products

or service for purchase by the District, Contractor shall disclose any financial interest that Contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 13. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of District and without such consent all services hereunder are to be performed by Contractor, its officers, agents and employees.

Article 14. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 15. Equal Opportunity and Affirmative Action Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Contractor's employees.

In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

Article 16. Permit(s) / License(s). Contractor and all of Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

Article 17. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 18. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 19. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any Party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 20. Attorney's Fees. If either Party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 21. Amendments to Agreement. All provisions of the Agreement shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both parties, to amend, add or delete any provision.

Article 22. Incorporated Documents.

- A. Exhibit A - Statement of Work: IFB No. 2094 - Supply and Delivery of Anatomical Models.
- B. Exhibit B - Additional Terms and Conditions for Federal Funded Transactions.
- C. Appendix C - Certification of Restrictions on Lobbying: IFB No. 2094 - Supply and Delivery of Anatomical Models.
- D. Appendix D - Certification Regarding Debarment, Suspension or Ineligibility for Award: IFB No. 2094 - Supply and Delivery of Anatomical Models
- E. Appendix E - Non-Collusion Affidavit: IFB No. 2094 - Supply and Delivery of Anatomical Models.
- F. XX Bid proposal dated Month, Day, Year as a response to IFB No. 2094 - Supply and Delivery of Anatomical Models.

Article 23. Entire Agreement. This Agreement, Agreements incorporated by reference, and any Exhibits attached hereto is the entire Agreement between the parties and supersedes all prior proposals, understandings, negotiations, representations, commitments, writings and other communications agreements, oral or written, between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

CONTRACTOR

DISTRICT

| | | | |
|-------|-------|--------------------------------------|-------|
| _____ | _____ | _____ | _____ |
| Name | Date | Stephen Kibui | Date |
| | | Vice President, Finance & Business | |
| | | Rio Hondo Community College District | |

RHC Board Date: Month Day, 2023

EXHIBIT A
Statement of Work

TBD

Exhibit B

Additional Terms and Conditions for Federal Funded Transactions

The following Additional Terms and Conditions shall modify, delete, and/or add to the General Terms and Conditions of the Agreement/Contract/PO (hereinafter collectively called as "Agreement") this is Appended to. Where any article, paragraph, or subparagraph in the General Terms and Conditions of the Agreement is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the Additional Terms and Conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Terms and Conditions of the Agreement is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

NOTES:

1. Rio Hondo College (hereinafter called as "District") has entered into a sub-award/contract/grant with either the U.S. Government, or another entity who has itself entered into a contract or received a grant with the U.S. Government. That sub-award/contract/grant requires that certain federal grant provisions be made a part of any subsequent Agreement issued by the District related to furthering the performance or deliverables required under that sub-award/contract/grant.
2. Performance by the District's Consultant/Contractor/Supplier (hereinafter called as "Supplier") under the Agreement constitutes certification that the recipient is presently in compliance with, and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.
3. The District will not negotiate these provisions. If a clause is not applicable or is not required by the prime contract to be flowed down to a particular sub-award/service, it will not be applied.

The District's Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses as applicable and shall promptly notify the District of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which the District will rely.

1. For commercial transactions involving a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - a) FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d) FAR 52.219-8, Utilization of Small Business Concerns;
 - e) FAR 52.222-17, Non-displacement of Qualified Workers;
 - f) FAR 52.222-21, Prohibition of Segregated Facilities;
 - g) FAR 52.222-26, Equal Opportunity;
 - h) FAR 52.222-35, Equal Opportunity for Veterans;
 - i) FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j) FAR 52.222-37, Employment Reports on Veterans;
 - k) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l) FAR 52.222-41, Service Contract Labor Standards;
 - m) FAR 52.222-50, Combating Trafficking in Persons;
 - n) FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o) FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;

- p) FAR 52.222-54, Employment Eligibility Verification;
 - q) FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - r) FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s) FAR 52.224-3, Privacy Training;
 - t) FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u) FAR 52.233-1, Disputes; and
 - v) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
2. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a) Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b) Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c) Byrd Anti-Lobbying. (Agreements \geq \$150,000). Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Supplier makes the following warranties and acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and the District will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.
- a) Debarment, Suspension, U.S. Government Restricted Party Lists. (Agreements \geq \$35,000). Supplier warrants that Supplier, its principals (defined at 2 C.F.R. § 180.995), and affiliates (defined at 2 C.F.R. § 180.905) are not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities. The Supplier must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the District. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - b) Prohibition on certain Surveillance/Telecommunications. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for the District, or provide to the District to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

4. Remedies for Supplier's Breach (all Agreements in excess of \$250,000).
 - a) In the event any deliverables furnished or services provided by Supplier in the performance of this Agreement should fail to conform to the requirements herein, or to the sample submitted by Supplier, the District may reject the same, and it shall thereupon become Supplier's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the District, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Supplier fail, neglect, or refuse to do so, the District shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Supplier.
 - b) In the event Supplier fails to make prompt delivery of any item or service as specified in the Agreement, the same conditions as to the District's right, but not obligation, to purchase in the open market and receive reimbursement from Supplier, as set forth in (a.) above shall apply.
 - c) If the District terminates the Agreement, either in whole or in part, for Supplier's default or breach, Supplier shall compensate the District, in addition to any other remedy the District may have available to it, for any loss or damage sustained and cost incurred by the District in procuring any items or services that Supplier agreed to supply.
 - d) The District's rights and remedies provided in this Section 4 (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or Agreement.
5. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Contractor in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Federal Funding Accountability and Transparency Act ("FFATA"). (Agreements \geq \$30,000). Suppliers must be registered in the System for Award Management (SAM) to be issued a P.O. or Agreement when Federal Funding Accountability and Transparency Act (FFATA) applies.
7. Equal Employment Opportunity Affirmative Action. During the performance of this Agreement, Supplier agrees as follows:
 - a) The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b) The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c) The Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall

not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d) The Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e) The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f) The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Page 3 of 8 Updated March 22, 2022 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g) In the event of the Supplier 's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h) The Supplier will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, and through amendment in Executive Order 11375 so that such provisions will be binding upon each subcontractor or vendor. The Supplier will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.
8. Davis-Bacon Act (40 U.S.C. 276a to a-7) as amended. (Construction Contracts > \$2,000). If Agreement is a Construction Contract greater than \$2,000, Supplier will comply with the Davis-Bacon Act.
 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). (Construction Contracts > \$2,000, or Contracts > \$2,500 that involve mechanics or laborers). If Agreement is a Construction Contract greater than \$2,000, or a Contract greater than \$2,500 that involves mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act.
 10. Copeland "Anti-Kickback" Act (40 U.S.C 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Participating Agency and Foundation must report all suspected or reported violations to the Federal awarding agency.
 11. Supplier Small Business Subcontracting Clause ("SBSP"). (Contract ≥ \$750,000). If Supplier is a large business, a SBSP is required. If Supplier is a small business, SBSP is not required, but small business

certification is required. (this clause is applicable to contracts in excess of \$650,000, except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations) The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

12. Truth in Negotiations Act (10 U.S.C. 2306(a) and 41 U.S.C. chapter 35). (Contracts \geq \$2,000,000). The Truth in Negotiations Act ("TINA") requires offerors to submit certified cost or pricing data if a procurement exceeds the TINA threshold and none of the exceptions to certified cost or pricing data requirements applies.