

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**Bid #1384 – Purchase of Engineering Equipment for the  
New Science Center at Santa Ana College**

**Due: April 14, 2020 @ 2:00 PM**

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# This form must be submitted no later than 2:00 p.m., March 27, 2020.

\* These items must be submitted with bid proposal. Additional documents may be required so bidders should carefully review all bid documents before submitting a bid.

+ Items that successful bidder must submit after the award of contract.

## NOTICE CALLING FOR BIDS

### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SANTA ANA, CALIFORNIA

The Board of Trustees of the Rancho Santiago Community College District (“District”) is advertising for bids to be received up to April 14, 2020 @ 2:00 p.m., in the Rancho Santiago Community College District - Purchasing Services Office, 2323 North Broadway – Room 109, Santa Ana, CA 92706, for the furnishing of: **Bid #1384 – Purchase of Engineering Equipment for the New Science Center at Santa Ana College.**

It is each bidder’s sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Each bid must strictly conform with and be responsive to the bid documents and 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.

Each bidder’s bid must be accompanied by one of the following forms of bidder’s security in the amount of TEN PERCENT (10%) of the maximum amount of the Bid Proposal: (1) cash; (2) a cashier’s check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder’s bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the bid documents.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made on the form set forth in the contract documents and submitted along with all other required information and document not later than **March 27, 2020 at 2:00 p.m.**

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Bid documents are available at [www.rscgd.edu/bidopportunities](http://www.rscgd.edu/bidopportunities). For further information, please contact myself at (714) 480-7370 or email [melendez\\_linda@rscgd.edu](mailto:melendez_linda@rscgd.edu).

By:



Linda Melendez

Director of Purchasing Services

Advertised:

March 17, 2020 and March 24, 2020

## INFORMATION FOR BIDDERS

**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.**

1. Description of Bid. Provide prices to furnish engineering equipment as specified including all supplies, equipment, components, calibration, training and demonstrations to the reasonable satisfaction of the District (“Products”), as well as all required shipping, delivery, unpacking, set-up and all other requirements set forth in these bid documents. See Purchase Agreement Form, also referred to as contract.
2. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full by bidders (also referred to as “Vendor(s)”). All bid items and statements shall be properly and legibly filled out. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
3. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to: Rancho Santiago Community College District (DISTRICT), 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline. **Bidders are to include one (1) printed original and an electronic copy (flash drive) of their completed bid and the envelope shall be plainly marked in the upper left hand corner with the bidder’s name, the name of the bid and the date and time for the opening of bids.** It is the bidder’s sole responsibility to ensure that its bid is received at the specified location prior to the bid deadline. The District shall not be responsible for any delays or issues with mail delivery. 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 and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.
4. Signature. Any signature required on bid documents 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 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, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the bid for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, 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 being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.
6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is

unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the bid documents. Such bidder's security must be in an amount not less than TEN PERCENT (10%) of the maximum amount of the Bid Proposal, as a guarantee that the bidder will enter into the contract (Purchase Agreement Form), if the same is awarded to such bidder, and will provide any other required documents. Bid bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the required documents within five (5) calendar days after award of the contract to bidder, said security will be forfeited.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT by **March 27, 2020 at 2:00 pm**. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed or emailed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the DISTRICT. If there are discrepancies of any kind in the bid documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE BID 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 COMPLETION OF THE WORK.

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 subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

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

12. Bid Protests.

*Submittal of Bid Protest.* Any bidder submitting a bid to the District may file a protest of the District's intent to award the contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the Director of Purchasing Services, c/o Linda Melendez, located at 2323 North Broadway, Suite 109, Santa Ana, CA 92706 before 5:00 P.M. not more than five (5) calendar days from the date of the bid opening; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

*District Review and Disposition of Bid Protest.* Provided that a bid protest is filed in strict conformity with the foregoing, the District's Director of Purchasing Services, or such individual(s) as may be designated by him/her ("Designee") will review and evaluate the basis of the bid protest. The District's Director of Purchasing Services, or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest ("Bid Protest Response"). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Trustees of the District. The issuance of the Bid Protest Response by the District's Director of Purchasing Services, or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all bids. If any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. Each Bidder shall acknowledge in the bid proposal that the foregoing is a binding attorneys' fee agreement pursuant to Civil Code §1717 and shall be enforceable against the bidder and the District.

13. Award of Contract. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder for each individual piece of equipment. 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. The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in any bids or in the bidding process, whichever is in the best interest of the DISTRICT. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the contract and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bids.

14. 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 the performance of the work. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, factory authorized, and other factors which could affect the bidder's performance of the work.

15. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the bid documents. Labor

Code Section 1861.

16. Anti-Discrimination. In connection with all work performed under this bid, there shall 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 by such bidder.

17. Hold Harmless and Indemnification. The successful bidder awarded the contract agrees to defend, indemnify, and hold harmless the Rancho Santiago Community College District (District), its officers, agents, employees, and volunteers as set forth in the Purchase Agreement Form. The District assumes no responsibility whatsoever for property placed on the premises. The Vendor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

18. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

19. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Non-Collusion Declaration. The form is included with the bid documents.

20. Debarment. Submission of a signed bid proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

21. Prohibited Communications. During the entire period and up to the award of a contract, Vendors and their agents or other representatives are strictly prohibited from contacting District representatives, employees or members of the Governing Board regarding this bid, other than the person listed below. Failure to comply with this requirement may result in the Vendors' bid being deemed non-responsive.

Linda Melendez – Director, Purchasing Services; Email: melendez\_linda@rscdd.edu

# GENERAL CONDITIONS

## INTRODUCTION

Santa Ana College's Engineering Department programs prepare students onto pathways to a wide variety of careers in the engineering sector such as civil, drafting and design, and mechatronic engineering to name a few. Within a short time, and, at a very affordable cost, students gain a strong foundation, preparing individuals to transfer to programs at four-year universities, enter the workforce as a designer, technician or an engineering assistant, or simply to enhance their own personal knowledge.

With the opening of the new Science Center, the college seeks to enhance the Engineering Department programs by adding new engineering equipment such as a compact mill, a lathe with turret, a manual vision system, a robotics training package, a tensile tester, and 3D printers.

### 1. PURPOSE OF BID

- A. The District is seeking bids from qualified responsive and responsible bidders to provide and deliver engineering equipment manufactured by various manufacturers as set forth in Attachment "A" to the Bid Form. The engineering equipment and components listed in the Bid Form - Price Sheet and Attachment "A" to the Bid Form set forth the base models of the preferred items being procured by the District, but bidders are allowed to submit "or equal" substitution requests in accordance with the bid documents.
- B. Bids will be accepted from Original Equipment Manufacturers (OEMs) and their distributors, authorized to sell engineering equipment, manufactured by the various manufacturers or equal as long as the OEM meets all requirements of the bid documents.

### 2. SUBSTITUTIONS

- A. Please also refer to the Substitution Request Form for any additional requirements.
- B. Whenever in these bid documents any equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall also be deemed to be used for the purpose of facilitating description of the material or equipment desired and shall also be deemed to be followed by the words, "or equal", and bidder may, unless otherwise stated, offer any material or equipment which shall be equal or better in every respect to that so indicated or specified subject to District approval. If the bidder fails to submit a substitution request to indicate it will be providing an "or equal" product, its bid shall be considered as offering the material or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the District reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the District rejects a proposed substituted item, the bidder will then supply the material or equipment designated by the District as further indicated in the Request for Substitution Form.
- C. With respect to each proposed substituted item, it shall be the bidder's sole responsibility to submit the Request for Substitution Form to the District with a complete set of documents including, photos, all pertinent and appropriate data and literature substantiating its request for substitution no later than **March 27, 2020 at 2:00 p.m.** Failure to provide a complete set of all required and necessary documents for the District to fully evaluate any substitution request will result in the rejection of the substitution request. Additional copies of the Request for Substitution Form may be utilized for multiple requests for substitution. The District will not respond to any substitution requests submitted after that time. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof



as to the quality or suitability of proposed substituted items shall be borne by the bidder. The District shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the District shall be final and conclusive. Any notification of denied substitutions will be emailed directly to the requesting bidder. Any notification of acceptable substitutions will be addressed via an addendum. All addenda issued for this bid will be posted to the District's Purchasing website ([www.rscsd.edu/bidopportunities](http://www.rscsd.edu/bidopportunities), then search the bid number). Bidders are solely responsible for regularly checking the website for addenda.

- D. In the event the successful bidder furnishes Products other than what was specified by the District and which has been accepted by the District and which later is found to be defective, then the successful bidder, at its sole cost and expense, shall furnish the District specified Product or fully replace with new the defective Product at District's discretion.
- E. All Products furnished as a result of this bid are to be new and of the latest and most improved model and/or version in current production of the specified item and shall be of first quality as to workmanship and materials used. A new product is defined as a product made up completely of unused, genuine and original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable. Refurbished, re-conditioned or re-manufactured Products shall not be provided to the District as part of the proposed system.
- F. The District's intent is to award a contract to one bidder who meets or exceeds the bid requirements, specifications, and all other terms and conditions, and is the lowest responsive responsible bidder.

### 3. INTERPRETATION, CLARIFICATION, MODIFICATION OR COMMUNICATION

- A. No oral interpretation, clarification or modification to the bid documents is authorized on behalf of the District; and bidders shall not rely upon any such oral interpretation, clarification or modification of the bid. The District expressly reserves the right to modify or amend the requirements of any portion of the bid by an addendum duly issued to all bidders.
- B. Questions regarding the bid, or the intent thereof, or any discrepancies, omissions or inconsistencies in the bid documents shall be submitted in writing via, email, US mail, or private courier service to:

Linda Melendez – Director, Purchasing Services  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 North Broadway – Room 109 Santa Ana, CA 92706  
Phone: (714) 480-7370  
Email: [melendez\\_linda@rscsd.edu](mailto:melendez_linda@rscsd.edu)

- C. The District will respond in writing to inquiries submitted in the conformity with the foregoing. Inquiries must be received by **March 27, 2020 at 2:00 p.m.** The District will not respond to inquiries submitted after that time. Failure to provide such questions before this deadline relieves the District of any and all responsibility to take corrective action(s) and the matter in question will not be considered nor will the matter be allowable as grounds for a protest of the bid award.
- D. Any agreement or contract resulting from this bid shall be governed by the laws of the State of California. In the event that any clause is held to be non-enforceable, the remaining provisions shall nonetheless remain in full force and effect.

4. BID SUBMITTAL

- A. Refer to the Information for Bidders for details on bid submission requirements.
- B. Place your bid amounts only on the Bid Form. *To do otherwise shall result in your bid being non-responsive and rejected.*
- C. The Bid Form **must be signed by an authorized representative and returned in a sealed envelope.** *To do otherwise will result in your bid being non-responsive.*
- D. Please see the Table of Contents for documents that must be submitted by bidder at the time of bid. Additional documents may be required so bidders should carefully review all bid documents before submitting a bid.

5. AWARD OF BID

- A. Upon notice of award, the successful bidder must provide within five (5) working days to Purchasing Services the following documents; otherwise the bidder's bid will be deemed nonresponsive and the bidder's bid security shall be forfeited:
  - Fully Executed Purchase Agreement Form
  - Drug-Free Workplace Certification
  - Insurance Certificates including all Endorsements
  - Workers' Compensation Certificate
  - IRS W-9 Form

6. DISTRICT RIGHTS

- A. District staff will make their recommendation to the Board of Trustees who will make its award on this bid according to the best interest of the District, and its decision as to whether or not the items submitted are the equal of items specified and will be final.
- B. The Board of Trustees reserves the right to reject any or all bids or to waive any irregularities or informalities in the bids or in the bidding, whichever is in the best interest of the District.
- C. The District reserves the sole right to evaluate the bidder's compliance with bidding requirements and product specifications for the purpose of selecting the successful bidder.

7. DELIVERY TERMS

- A. All deliveries shall be Free on Board/ Freight on Board (FOB) Destination. All items shall be subjected to inspection and/or rejection. All expenses incurred with the furnishing of all Products for inspection shall be borne by the bidder. Any item found to be faulty/damaged shall be replaced prior to acceptance by the District. No charge for packing, draying, postage, freight, express or any other purpose will be allowed over or above the bid price. Carting away of debris is the sole responsibility of the bidder. Delivery/shipping costs shall be included with each line item. Bidders who subcontract delivery/shipping are fully responsible for the subcontractor's services and costs. No third-party billing will be accepted.
- B. The District will require equipment to be delivered and installed between July 31, 2020 and August 13, 2020. The specific delivery date for each piece of equipment will be specified in a

Purchase Order to be issued pursuant to the Purchase Agreement Form, but bidders shall be prepared to deliver any equipment at any time during the time period specified above. Failure to deliver the equipment within the specified time shall be deemed a material breach of the Purchase Agreement Form. All Purchase Orders issued by the District shall be subject to the terms and conditions of this bid and the Purchase Agreement Form.

- C. Warranty to begin after the completion of scheduled delivery, set-up and calibration.
- D. Vendor is responsible to provide training and demonstrations with the college department staff. This date will be determined by the District Representative for each piece of equipment. The District anticipates that it will require training and demonstrations tentatively scheduled for August 17, 2020 – August 21, 2020.
- E. Please see Purchase Agreement Form for additional details and requirements.

8. **WARRANTY/ GUARANTEE REQUIREMENTS**

See Warranty Guarantee Form.

## REQUEST FOR SUBSTITUTION FORM

(Due not later than **2:00 pm, March 27, 2020**)

**Complete a form for each Item#/Location**

Pursuant to Public Contract Code Section 3400, bidder submits the following request to substitute. Bidders must submit detailed photographs for each substitution request, model, parts, and provide all required written documentation and literature describing all the features that correspond with the Base Model noted in Attachment “A” to Bid Form. Please also refer to the General Conditions for substitution requirements. Additional copies of this form may be utilized for multiple requests for substitution. Bidder understands that if the request to substitute is not an “or equal” or is not accepted by the District and the bidder answers “no”, bidder will not provide the specified item, then bidder will be held non-responsive and its bid will be rejected. With this understanding, bidder hereby requests substitution of the following equipment or components:

| Item# | Item To Be Substituted | Requested Substituted Item | Vendor Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup><br>(circle one) | District Decision<br>(circle one) |
|-------|------------------------|----------------------------|---|-----------------------------------|
| 1.    |                        |                            | Yes    No   | Grant    Deny                     |
| 2.    |                        |                            | Yes    No   | Grant    Deny                     |
| 3.    |                        |                            | Yes    No   | Grant    Deny                     |
| 4.    |                        |                            | Yes    No   | Grant    Deny                     |
| 5.    |                        |                            | Yes    No   | Grant    Deny                     |
| 6.    |                        |                            | Yes    No   | Grant    Deny                     |
| 7.    |                        |                            | Yes    No   | Grant    Deny                     |
| 8.    |                        |                            | Yes    No   | Grant    Deny                     |
| 9.    |                        |                            | Yes    No   | Grant    Deny                     |
| 10.   |                        |                            | Yes    No   | Grant    Deny                     |

This Request Form must be accompanied by evidence as to whether each proposed substitution: (1) is equal in quality, service, and ability to the specified item; (2) will entail no change in performance or requirements of other related components; (3) will be acceptable in consideration of the required design and performance; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) meets all performance and other criteria as further detailed in photographs of the proposed substitution to be provided.

<sup>1</sup> Bidder must state whether bidder will provide the specified item in the event the substitution request is evaluated and denied. If bidder states that bidder will not provide the specified item, the denial of a request to substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the specified item in the event that bidder’s request for substitution is denied, bidder shall execute the contract and provide the specified item(s). If bidder refuses to execute the contract due to the District’s decision to require the specified item(s) at no additional cost, bidder’s bid security shall be forfeited.

The undersigned states that the following paragraphs are correct:

1. Each proposed substitution will have no adverse effect on other equipment or components, the Contract Time, or specified warranty requirements.
2. Maintenance and service parts will be available locally for each proposed substitution.
3. In order for the District to properly review substitution requests, the bidder shall provide test criteria, manufacturer information, detailed photographs, and any other documents to allow the District to perform a detailed side by side review and comparison of each substitution request and each specified item not later than **March 27, 2020 at 2:00 p.m.** It is the bidder's sole responsibility to provide all such details, information, photos and documents for the District's review and evaluation of each substitution request, and failure to provide adequate submittals shall result in the rejection of the substitution request.
4. If a substitution request is accepted by the District, bidder is still required to provide any required submittals for the substituted item(s). The approval of the District of the substitution request does not mean that the bidder is relieved of its responsibilities to provide any other required documents or information required by the bid documents.

---

Bidder's Name

---

Authorized Representative Name

---

Signature

---

Date

---

Title

# NON-COLLUSION DECLARATION

(To Be Submitted with Bid)

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of bidder], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

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

## **BID BOND**

(Original to be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying bid proposal to the Obligee for **Bid #1834 – Purchase of Engineering Equipment for the New Science Center at Santa Ana College.**

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

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 bid opening date; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within five (5) working 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, 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, 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 solicitation for quotes, 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 in the solicitation for quotes, the work and services to be performed thereunder, the specifications, or any other portion of the bid documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract, in the solicitation of quotes, the work and services, the specifications, or any other portion of the bid documents.

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

**\*\*\* Signatures on are on the next page.\*\*\***

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

| PRINCIPAL'S SIGNATURE  |                    |
|--|--------------------|
| Principal Name   |                    |
|  |                    |
| By:  | Signature          |
|  |                    |
|  | Type or Print Name |
| Title:   |                    |
| <i>Note: Attach the Notary Public Acknowledgement of Principal's Signature</i> |                    |

| SURETY'S SIGNATURE  |  |
|---|--|
| Surety's Name   |  |
|   |  |
| (Corporate Seal) By:  | Signature of Attorney-In-Fact for Surety |
|   |  |
|   | Type or Print Name of Attorney-in-Fact   |
| <i>Note: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature</i> |  |

| CONTACT INFORMATION FOR NOTICES TO THE SURETY |                       |
|---|-----------------------|
| Contact Name                                  |                       |
|   |                       |
| Mailing to:                                   | Street Address        |
|   |                       |
|   | City, State, Zip Code |
| Email Address                                 |                       |
|   |                       |



## **BID GUARANTEE FORM**

*(Use and Submit with Bid Only When Not Using a Bid Bond)*

Accompanying this bid proposal is a cashier's check payable to the order of the Rancho Santiago Community College District or a certified check payable to the order of the Rancho Santiago Community College District in an amount equal to ten percent (10%) of maximum amount of the Bid Proposal submitted.

The proceeds of this check shall become the property of said District, if, this bid proposal shall be accepted by the District through the District's Board of Trustees, and the undersigned fails to execute a contract with and furnish all documents required by the District within the required time; otherwise, said check is to be returned to the undersigned.

|                |      |  |  |                                |
|----------------|------|--|--|--------------------------------|
| Company's Name |      |  |  | Authorized Representative Name |
|                |      |  |  |                                |
| Signature      | Date |  |  | Title                          |

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

**COOPERATIVE PURCHASING/ OTHER AGENCY CLAUSE**

(To Be Submitted with Bid)

For the term of the contract and any mutually agreed extension pursuant to this request for bids, and at the option of the successful bidder, the Rancho Santiago Community College District specifies that other public school districts, community college districts or other public agencies in the State of California may purchase, lease-purchase or rent the identical item(s) at the same or lower price and upon the same terms and conditions (hereinafter referred to as "Piggyback Bid") pursuant to Public Contract Code sections 20118 and 20652. Unless incidental to the lease or purchase, any public works labor is specifically excluded from the Piggyback Bid.

The Rancho Santiago Community College District waives its right to require such other public entities to draw their warrants in favor of the Rancho Santiago Community College District and authorizes each district/ agency to make payment to the successful bidder.

Please check one:

- Bidder AGREES to allow other public agencies as noted above to piggyback off this bid proposal.
- Bidder DOES NOT AGREE to allow other public agencies as noted above to piggyback off this bid proposal.

\_\_\_\_\_  
Proper Name of Bidder

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

# STATEMENT OF COMPLIANCE

(To Be Submitted with Bid)

THIS IS TO CERTIFY that I have read all bid documents including the Information for Bidders, District Insurance Requirements and General Conditions of **Bid #1384 - Purchase of Engineering Equipment for the New Science Center at Santa Ana College**, and, will comply therewith.

\_\_\_\_\_  
Name of Vendor

By: \_\_\_\_\_  
Signature of Authorized Official

Date: \_\_\_\_\_

**BID FORM**  
(To Be Submitted with Bid)

Name of Vendor: \_\_\_\_\_

To: Rancho Santiago Community College District, acting by and through its Governing Board, herein called the "District".

1. Pursuant to the Notice Calling for Bids and the other documents relating thereto, the undersigned Vendor, having become familiarized with the complete contract, the local conditions affecting the performance of the work/service and the cost of the work/service at the locations where the work/service is to be done, hereby proposes and agrees to be bound by all terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, equipment, and all applicable taxes, permit fees and transportation necessary to perform the work/service and complete in a good workmanlike manner all of the work/service required in conformance with applicable safety orders, in connection with the following:

Bid No:           **1384**  
Service:         **Purchase of Engineering Equipment for the New Science Center at Santa Ana College**

All in strict conformity with the complete Purchase Agreement Form including any and all issued addenda.

2. Vendor acknowledges the following addenda:

|        |  |        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|--------|--|
| Number |  | Number |  | Number |  | Number |  | Number |  | Number |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|--------|--|

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

3. See attached Bid Form- Price Sheet at the end of this Bid Form to be completed and submitted by the Vendor.

4. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the Vendor after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the Vendor will execute and deliver to the District the Purchase Agreement Form and all other required documents. The Vendor further agrees that the work/service under the Agreement shall be commenced by the Vendor, if awarded the contract, on the date shown on the Purchase Agreement Form and shall be completed by the Vendor in accordance with the Purchase Agreement Form.

6. In submitting this bid, the Vendor offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchases of goods, materials, or services by the Vendor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the Contract. (Public Contract Code Section 7103.5; Government Code Section 4552).

7. It is understood and agreed that should Vendor fail or refuse to return complete and submit other required documents to the District within the time specified, may result in delays in the work/service and possible rejection of the Vendor and forfeiture of its bid security.

8. The Vendor hereby certifies that it is, and at all times during the performance of work/service hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees, and the Vendor shall indemnify, hold harmless and defend the District against any and all actions, proceeding, penalties or claims arising out of the Vendor’s failure to comply strictly with the IRCA.

9. The Vendor agrees to comply with the District’s policies and administrative regulations governing gifts including, but not limited to, Board Policy 3821.

10. All required documents listed in the bid are attached. The Vendor declares that he/she has carefully examined the bid documents and all other documents and requirements that are attached to and/or contained in this bid, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all Products and do all work required to complete the said work in accordance with the bid documents, in the time and manner therein prescribed for the cost amounts set forth in this Bid Form.

11. Pricing Requirements.

- a. The Vendor’s Cost must be all inclusive and shall include, without limitation, all equipment, calibration, training and demonstrations to the reasonable satisfaction of the District, shipping, delivery, unpacking, set-up, and must contain all appropriate contingencies and markups such as the Vendor’s overhead, profit, social security contribution, general insurances, workers’ compensation insurance, state unemployment insurance, federal unemployment insurance, delivery costs, transportation, incidental tools and equipment, and any other contingencies in connection therewith since no allowance will be made later for additional costs or claims.
- b. Vendors are cautioned to check and confirm all amounts and calculations set forth herein and that all required information is provided and all required blanks are filled in. If there are any conflicts, discrepancies, mathematical errors or ambiguities in any quantity, cost, total cost or extension of costs, the District, in its sole discretion, may reconcile any conflicts, discrepancies, mathematical errors or ambiguities by using the data provided that will result in the more restrictive and higher price, quantity and total, and the bidder agrees to be bound by the District’s reconciliation. If the District cannot reconcile any conflicts, discrepancies, mathematical errors or ambiguities by using the data provided, the District may deem such bid non-responsive.
- c. Proposals in which the prices are, in the District’s evaluation and opinion, unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected as non-responsive. If, in the District’s sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive.
- d. Bidders have the option to provide quantity discounts for any line item as noted in the Bid Form-Price Sheet. This option is **not** mandatory. Any quantity discounts should be provided for each separate line item and bidders shall not provide quantity discounts by grouping separate line items together or condition a quantity discount for one line item with any other line item. Any proposed quantity discounts shall not amend or revise any requirements in the bid documents and must be clearly stated. It is the bidder’s sole responsibility to fully explain any quantity discounts offered. If, in the District’s sole discretion, the quantity discount offered amends or revises any

requirements in the bid documents, or is unclear, ambiguous or lacks details, the District reserves its right to not apply such discount(s) to determine the lowest bid.

| <b>BID FORM – PRICE SHEET</b> (To Be Submitted with Bid)  |  |   |          |      |                                     |
|---|--|---|----------|------|-------------------------------------|
| <b>Bid #1384 Purchase of Engineering Equipment for the New Science Center at Santa Ana College</b>                  |  |   |          |      |                                     |
| <b>Note: Bidders are required to refer to Attachment “A” to Bid Form for detailed requirements and descriptions</b> |  |   |          |      |                                     |
| Item #  | Description  | Base Model Type<br>(Or Equal)   | Quantity | Cost | Quantity<br>Discounts<br>(Optional) |
| 1   | Compact Mill<br>(with all features noted)                                  | Haas CM-1 Or Equal<br>(with all features noted)<br><br>Model Type:<br><br>_____<br>(Insert approved substitution if other than Haas)  | 1        |      |                                     |
| 2   | Slant PRO CNC Lathe<br>with Turret<br>(with all features noted)            | Tormach Model 34444-T-15L Or Equal<br>(with all features noted)<br><br>Model Type:<br><br>_____<br>(Insert approved substitution if other than Tormach)   | 1        |      |                                     |
| 3   | Manual Vision System<br>(with all features noted)                          | Starrett MVR200 Or Equal<br>(with all features noted)<br><br>Model Type:<br><br>_____<br>(Insert approved substitution if other than Starrett)  | 1        |      |                                     |
| 4   | Certified Education Robot<br>Training Package<br>(with all features noted) | FANUC LR Mate 200iD/4S with<br>R-30iB Mate Controller<br>MH3 – Fenceless Training Cart<br>Or Equal<br>(with all features noted)<br><br>Model Type:<br><br>_____<br>(Insert approved substitution if other than FANUC) | 1        |      |                                     |
| 5   | Tensile Tester<br>(with all features noted)                                | Instron 34TM Or Equal<br>(with all features noted)<br><br>Model Type:<br><br>_____<br>(Insert approved substitution if other than Instron)  | 1        |      |                                     |

**BID FORM – PRICE SHEET** (To Be Submitted with Bid)

**Bid #1384 Purchase of Engineering Equipment for the New Science Center at Santa Ana College**

Note: Bidders are required to refer to Attachment "A" to Bid Form for detailed requirements and descriptions

| Item # | Description                             | Base Model Type<br>(Or Equal)  | Quantity | Cost | Quantity Discounts<br>(Optional) |
|--------|---|--|----------|------|----------------------------------|
| 6      | 3D Printer<br>(with all features noted) | Ultimaker 3 Extended Or Equal<br>(with all features noted)<br><br>Model Type:<br><br>_____             | 1        |      |                                  |
|        |   | (Insert approved substitution if other than Ultimaker 3)   |          |      |                                  |
| 7      | 3D Printer<br>(with all features noted) | Markforged Mark Two<br>F-PR 2017 Or Equal<br>(with all features noted)<br><br>Model Type:<br><br>_____ | 1        |      |                                  |
|        |   | (Insert approved substitution if other than Markforged )   |          |      |                                  |

We (I) hereby agree to furnish the above equipment, calibration, training and demonstrations to the reasonable satisfaction of the District at the prices and terms stated in this bid. Pricing includes shipping, delivery, unpacking, set-up and all other costs in the "Pricing Requirements" section of the Bid Form above. The undersigned hereby declares that all of the representations of this bid are accurate and complete and made under penalty of perjury under the laws of the State of California.

Company Name: \_\_\_\_\_

Address/city/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# LOCAL HIRE AND LOCAL BUSINESS PARTICIPATION

(To Be Submitted with Bid)

The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses and the Board of Trustees has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for various capital construction projects. It is the intent of the District to not only meet these goals, but to exceed them. As used in this Exhibit, “Local Hire” and “Local Business” is defined as follows:

“Local Hire” means an individual who resides in the following zip codes: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a “veteran” as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District’s colleges.

“Local Business” means a business that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the Vendor submits a response to this Bid. Local Business shall also mean any state or nationally certified minority-owned, women-owned, disabled veteran business, or veteran owned business (DD Form 214 Card) that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The Consultant may also apply to obtain District approval of its internship program. Local Business shall also mean any Consultant that uses apprentices from a District approved apprenticeship program.

Please check all that apply to your business. If any are items are checked, please be prepared to provide certification upon request.

- Business is Local by Zip Code
- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)
- Disabled Veteran Business Enterprise (DVBE)
- Veteran Owned Business

\_\_\_\_\_  
Name of Vendor

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## PURCHASE AGREEMENT FORM

THIS AGREEMENT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the DISTRICT, and

---

Company Name

Taxpayer ID # or SSN

---

Mailing Address, City, State, Zip Code

Hereinafter referred to as VENDOR.

WHEREAS, the DISTRICT is authorized to contract with a VENDOR for the Purchase of Engineering Equipment for the New Science Center at Santa Ana College.

IT IS THEREFORE AGREED AS FOLLOWS:

**1. SCOPE OF WORK:** The VENDOR shall furnish all labor, materials, equipment, tools, and perform and complete all work required in connection with the Purchase of Engineering Equipment for the New Science Center at Santa Ana College in strict accordance with this AGREEMENT. The VENDOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation.

**2. PURCHASE ORDERS:** The DISTRICT shall issue a separate Purchase Order for each piece of equipment. All Purchase Orders shall reference this AGREEMENT and shall be governed by this bid and this master AGREEMENT.

**3. TIME OF COMPLETION:** Once the VENDOR has received a signed AGREEMENT and a Purchase Order, the VENDOR shall deliver and perform all services and required installation of all Products as set forth in the Purchase Order for the DISTRICT'S acceptance and approval on or before the date set forth in the Purchase Order. This shall be called the Contract Time. The District will require equipment to be delivered and installed between July 31, 2020 and August 13, 2020. The specific delivery date for each piece of equipment will be specified in a Purchase Order to be issued pursuant to this Purchase Agreement Form. Failure to deliver the equipment within the Contract Time shall be deemed a material breach of this Purchase Agreement Form.

**4. CONTRACT PRICE:** The DISTRICT shall pay to the VENDOR as full consideration for the faithful performance of this AGREEMENT, the amount set forth in the Purchase Order issued pursuant to this AGREEMENT based on the applicable Cost in the VENDOR'S Bid Form- Price Sheet for each piece of equipment, and this will be the Contract Price. VENDOR agrees and acknowledges that the DISTRICT may undertake work of a similar nature and scope as set forth in this AGREEMENT under separate contracts, purchase orders, etc. with other vendors.

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

**6. LICENSURE:** The VENDOR shall ensure that any and all work it performs, or that is performed on its behalf, in order to provide the required services shall be performed by persons appropriately licensed. The VENDOR'S required licensure must be maintained throughout the duration of this AGREEMENT.

**7. TAXES:** The DISTRICT shall pay the state sales tax and use tax if applicable. The federal excise tax is not applicable, as community college districts are exempt therefrom. The DISTRICT shall furnish the VENDOR such

tax certificates as may be required by the manufacturer or VENDOR. Any applicable tax which may be imposed by any governmental agency prior to delivery of merchandise shall be paid by the DISTRICT.

**8. NOTICE OF OBJECTION:** Notice is hereby given pursuant to Section 2207 of the Uniform Commercial Code of DISTRICT'S objection to all terms and conditions in addition to and different from these Terms and Conditions contained in any written acceptance or order confirmation which may be issued by VENDOR.

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

**10. DELIVERY:** F.O.B. destination and shall mean the VENDOR pays all shipping costs, and title to merchandise and vested interest shall transfer to the DISTRICT only when receipted for and accepted by the DISTRICT'S representative. The foregoing is the DISTRICT'S policy. If an exception is made it will be limited to shipping costs. If such exception is made, VENDOR shall prepay and invoice the DISTRICT for actual shipping charges. Ownership and vested interest in the merchandise shall remain with the VENDOR while in transit and title shall transfer to the DISTRICT only at such times as merchandise is received and accepted at the DISTRICT'S receiving points. It shall be the responsibility of the VENDOR to trace any merchandise lost in transit and to seek damages from shipper for any merchandise damaged in transit it deems it in its best interest to do so. Delivery of all Products shall include all required installation services necessary so they made be used or be fit for their intended commercial purposes.

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

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

**13. CASUALTY TO GOODS:** Should loss or damage to the goods or any part thereof occur before DISTRICT takes delivery and possession at the destinations stated in this AGREEMENT, VENDOR shall, at its option, repair or replace the goods or such part thereof as DISTRICT demands at the destination at the same price stated in this AGREEMENT.

**14. NON-CONFORMING GOODS:** From date of receipt and for a period of 30 days thereafter, DISTRICT shall have the absolute right to reject any and all goods which fail in any respect to strictly conform to the functionality, requirements and intent of this AGREEMENT and/or approved seller submittals, catalogs and bulletins, which right may be exercised by DISTRICT at any time during this period regardless of any inspection, taking possession of, and payment for such goods by DISTRICT, none of which acts shall constitute acceptance of such goods by DISTRICT. Goods which fail to strictly conform to the functionality, requirements and intent (subject to the exceptions as agreed to) of this AGREEMENT and approved seller submittals, catalogs and bulletins, may be accepted by DISTRICT only by writing signed by DISTRICT expressly stating DISTRICT'S acceptance of such goods. VENDOR shall promptly remove all rejected goods at VENDOR'S sole cost and expense.

**15. WARRANTY:** In addition to any other applicable warranties or guarantees, VENDOR warrants all Products conform to the DISTRICT'S requirements and specifications herein, and the items and or material are fit for their intended commercial purposes. The DISTRICT and VENDOR agree that this purchase does not exclude, or in any way, limit other warranties provided for in this order or by law. VENDOR shall also warrant the item and or material to be free from defects in workmanship, materials, and design. VENDOR shall conform to the requirements of this AGREEMENT. VENDOR shall, at its sole expense and promptly after notification by the DISTRICT during

the warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.

**16. STANDARD COMMERCIAL USE:** The VENDOR, whether manufacturer, supplier, distributor, or retailer, hereby certifies that the Products offered under this AGREEMENT have been placed in regular commercial use and that adequate spare parts exist in the marketplace for the items sold. All manufacturers' standard warranties apply.

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

**18. TIME OF ESSENCE:** Time is of the essence in this AGREEMENT. All dates and times stated herein by which VENDOR shall ship and deliver the goods to DISTRICT within the Contract Time. Should VENDOR fail to so adhere to any such date and time requirement or should DISTRICT have good and reasonable cause to be insecure as to VENDOR'S ability to so adhere, and such delay in reasonable progress is caused by VENDOR or by those for whom VENDOR is legally responsible, then to that extent, DISTRICT shall have the right to require VENDOR, at VENDOR'S sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as reasonably determined solely by DISTRICT.

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

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

In case of default by the VENDOR, the DISTRICT may procure the materials and supplies from other sources and may deduct the excess costs from any unpaid balance due the VENDOR. The prices so paid shall be considered the prevailing market price at the time such purchase is made. The VENDOR selling to the DISTRICT will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, flood, strikes or acts of God as determined by the DISTRICT.

**20. PATENT INDEMNITY:** VENDOR warrants that it is fully vested with the right to sell and deliver the goods identified in this AGREEMENT, and that neither the sale of the goods nor their use by DISTRICT or persons in privity with DISTRICT, shall infringe any patent, license or copyright. VENDOR shall defend, save harmless and indemnify all entities listed as "DISTRICT" in this AGREEMENT and persons in privity with all entities listed as "DISTRICT" in this AGREEMENT from any and all claims, demands, judgments, liabilities, costs, fees and expenses, including attorneys' fees, arising out of and in connection with any breach of this warranty and any allegation that the sale and/or use of the goods identified in this AGREEMENT infringes any patent.

**21. INDEMNITY:** The VENDOR agrees to and does hereby indemnify and hold harmless the DISTRICT and its Board of Trustees, officers, and employees from liability of any nature or kind on account of:

A) Use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this AGREEMENT;

B) Liability for damages for (1) death or bodily injury to persons, (2) injury to property, (3) design defects or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the VENDOR or any person, firm or corporation employed by the VENDOR upon or in connection with the work called for in this AGREEMENT except for liability resulting from the sole negligence, willful misconduct or unlawful acts of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT; and

C) Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability resulting from the sole negligence, willful misconduct or unlawful acts of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT.

D) The VENDOR at his own cost, expense, and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the DISTRICT or the Board, its officers and employees, on any such claim or demand referred to in Paragraphs A), B), C) above and pay or satisfy any judgment that may be rendered against any of them.

**22. DUTY TO COOPERATE:** VENDOR shall fully cooperate with DISTRICT in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this AGREEMENT.

**23. COMPLIANCE:** VENDOR shall fully comply with all laws, rules, ordinances and regulations applicable to and affecting the manufacture, sale, shipment and delivery of the goods identified in this AGREEMENT.

**24. NO ASSIGNMENT:** No assignment by the VENDOR of any contract to be entered into hereunder or any part thereof, or of funds to be received hereunder by the VENDOR, will be recognized the DISTRICT unless such assignment has had the prior approval of the DISTRICT and the surety (if applicable) has been given due notice of such assignment in writing and consented thereto in writing.

**25. GOVERNING LAW:** This AGREEMENT shall be governed by the laws of the State of California.

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

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

**28. CONSEQUENTIAL DAMAGES:** In no event will DISTRICT be liable to VENDOR for any incidental or consequential damages.

**29. INDEPENDENT CONTRACTOR:** The VENDOR, while engaged in carrying out the terms and conditions of this AGREEMENT, is an independent contractor and not an officer or agent of the DISTRICT or DISTRICT'S Board.

**30. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this AGREEMENT shall be deemed to be inserted herein, and this AGREEMENT shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this AGREEMENT shall forthwith be physically amended to make such insertion or correction.

**31. ANTI-DISCRIMINATION:** In connection with all work performed under this AGREEMENT, there shall 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. VENDOR 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 VENDOR agrees to require like compliance by any subcontractors employed by such VENDOR.

**32. DEBARMENT:** Execution of this AGREEMENT by VENDOR is certification that VENDOR is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from participation in this transaction by any State or Federal department or agency. VENDOR shall notify the DISTRICT in writing of any change in this status.

**33. SUBCONTRACTORS:** Subcontractors, if any, engaged by the VENDOR for the service shall be subject to the written approval of the DISTRICT. VENDOR shall be held responsible for all operations of all subcontractors and shall require them to maintain adequate Workers' Compensation and Commercial General Liability Insurance. VENDOR shall provide and submit a list of Subcontractors upon execution of this AGREEMENT.

**34. NO CONFLICT OF INTEREST:** VENDOR represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this AGREEMENT and that no person having any such interest shall be subcontracted in connection with this AGREEMENT, or employed by VENDOR. VENDOR will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the DISTRICT prior to entering into this AGREEMENT any and all circumstances existing at such time, which pose a potential conflict of interest. Failure to comply with the above provisions shall constitute grounds for immediate termination of this AGREEMENT for cause, in addition to whatever other remedies the DISTRICT may have.

**35. RECORD AUDIT:** In accordance with Government Code section 8546.7, records of both the DISTRICT and the VENDOR shall be subject to examination and audit for a period of five (5) years after final payment.

**36. NO MODIFICATIONS:** This AGREEMENT may not be amended or modified except in writing signed by DISTRICT and VENDOR.

**37. COMPONENT PART OF THE AGREEMENT:** The contract entered into by this AGREEMENT consists of the following documents, all of which are component parts of this AGREEMENT as if herein set out in full or attached hereto:

- Notice Calling for Bids
- Information for Bidders
- General Conditions
- Request For Substitution Form
- Non-Collusion Declaration
- Bid Bond or Bid Guarantee Form if Bid Security is other than Bid Bond)
- Cooperative Purchasing/ Other Agency Clause
- Statement of Compliance
- Bid Form
- Bid Form- Price Sheet
- Local Hire Local Business Participation
- Purchase Agreement Form
- Purchase Orders Issued by the District

Warranty/ Guarantee Form  
 Drug-Free Workplace Certification  
 Insurance Requirements/ Certificates of Insurance and Endorsements  
 Workers' Compensation Certificate  
 IRS W-9 Form  
 Attachment "A" to Bid Form: Specifications

All of the above-named documents are intended to be complementary. Requirements required by one of the above-named documents and not by others shall be done as if required by all.

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

|   |  |
|---|--|
| <p>FOR THE VENDOR:<br/>[NAME]</p> <hr/> <p>By: Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p> | <p>RANCHO SANTIAGO COMMUNITY COLLEGE<br/>DISTRICT</p> <hr/> <p>By: <b>Peter J. Hardash</b><br/>Title: Vice Chancellor, Business Operations/Fiscal<br/>Services</p> <hr/> <p>Date</p> |
|---|--|

## **WARRANTY/ GUARANTEE FORM**

Regarding: Bid #1384 – Purchase of Engineering Equipment for the New Science Center at Santa Ana College

The Vendor warrants to the District that all equipment and components required under the above-referenced bid (“Product(s)”) furnished pursuant to this bid and the contract will be of the highest quality and new, that all Products will be free from defects not inherent in the quality required or permitted, and that the Products will conform with the those warranties specified in the specification requirements and all applicable Product warranties. In the case of any conflicts, discrepancies or ambiguities between these warranty requirements, Product warranties and any warranties in the specifications, the longer, more stringent, higher quality, and quantity warranty provision shall apply. This warranty/ guarantee shall apply to each piece of equipment and its corresponding Purchase Order.

Products not conforming to these requirements, including substitutions not properly approved and authorized by the District, shall be considered defective. The Vendor’s warranty to the District includes, but is not limited to, the following representations:

- A. In addition to any other warranties provided elsewhere, the Vendor shall, and hereby does, warrant all Products, and shall repair or replace any or all such Products, together with any other Products, which may be displaced in so doing that may prove defective in workmanship or materials within a TWO (2) year period from the date after the full delivery, set-up and calibration of all Products per Purchase Order, without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. The Vendor shall notify the District upon completion of repairs.
  
- B. In the event of failure of the Vendor to commence with diligence said replacements or repairs within seven (7) calendar days after being notified in writing, the Vendor hereby acknowledges and agrees that the District is hereby authorized to proceed to have defects repaired and made good at expense of the Vendor who hereby agrees to pay costs and charges therefore immediately on demand.
  
- C. If, in the opinion of the District, any defective Product creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or prevent interruption of operations of the District, the District will attempt to give the notice required above. If the Vendor cannot be contacted or neither complies with the District’s request for correction within a reasonable time as determined by the District, the District may, notwithstanding the above provision, proceed to make all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against the Vendor of the warranty provided in the bid documents and contract.
  
- D. This form does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. The Vendor shall furnish the District all appropriate guarantee or warranty certificates upon delivery of the Products.
  
- E. Nothing herein shall limit any other rights or remedies available to the District.

**\*\*\* Signatures on are on the next page.\*\*\***

\_\_\_\_\_  
Supplier (Company Name)

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print- Vendor (Company Name)

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

**Representative(s) to be contacted for service:**

|  |                 |
|--|-----------------|
| First and Last Name of Representative: |                 |
| Mailing Address:                       |                 |
| Email Address:                         | Contact Number: |



## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the Vendor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) 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) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

Every Vendor working for the Rancho Santiago Community College District (DISTRICT) shall procure and maintain for the duration of the contract, insurance against claims for injuries and property damage that may arise from or in connection with the performance of this contract. Vendor shall, within ten (10) days of Notice of Award, furnish DISTRICT with the original Certificate of Insurance and endorsements properly executed effecting coverage as required below. Further, the Vendor shall not commence work under this contract until Vendor has provided all insurance required and such insurance has been approved by the DISTRICT. Vendor shall not allow any subcontractor to commence work on their subcontracts until all similar insurance required of the subcontractors has been provided to the Vendor. Certificates of Insurance which expire before the Vendor's work is accepted by the DISTRICT shall be renewed, and evidence of such renewal shall be submitted to the DISTRICT, through the Director of Purchasing, for its approval. The Certificate of Insurance shall be kept current with the DISTRICT. Insurance shall be placed with insurers with a Best's rating of no less than A-, Class VIII.

### Minimum Scope and Limits of Insurance (coverage shall be at least as broad)

Commercial General Liability Insurance to include products and completed operations, contractual, independents, broad form property damage, fire legal, and personal injury with a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Comprehensive Automobile Liability Insurance to include all autos owned, non-owned, and hired with a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance limits of \$1,000,000 per accident.

### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the DISTRICT, its officials, employees, agents, and volunteers, or the Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses, unless other arrangements have been made and approved by the DISTRICT.

### Other Insurance Provisions

The District, its officials, employees, agents and volunteers, shall be named as additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies with respect to liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises and automobiles owned, occupied or used by the Vendor; documented by a written endorsement. The policy must carry a 30-day cancellation clause.

Vendor's insurance coverage shall be primary insurance and non-contributory with respect to the District, its officials, employees, agents and volunteers.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or volunteers.

The Vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The insurers for the workers' compensation insurance shall agree to waive all rights of subrogation against the District, its officials, employees, agents and volunteers for losses arising from use, occupancy or work performed by the Vendor for the District, its officials, employees, agents or volunteers. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

“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 as 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.

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

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

\_\_\_\_\_  
Name of Vendor

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|  |  |
|--|--|
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |  |
| <b>2</b> Business name/disregarded entity name, if different from above  |  |
| <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.   | Requester's name and address (optional)  |
| <b>6</b> City, state, and ZIP code   |  |
| <b>7</b> List account number(s) here (optional)  |  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |
|---------------------------------------|
| <b>Social security number</b>         |
| □ □ □ □ - □ □ □ - □ □ □ □ □ □         |
| <b>or</b>                             |
| <b>Employer identification number</b> |
| □ □ □ □ - □ □ □ □ □ □ □ □ □ □         |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.


- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)


Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Bid #1384 Purchase of Engineering Equipment for the New Science Center at Santa Ana College  
Attachment "A"**

| Item # | Engineering Equipment Minimum Specifications<br>(Features noted in further detail below)  | Approximate Dimensions   | Base Model Type<br>(Or Equal)                                  |
|--------|---|--|--|
| 1      | <p><b>Compact Mill</b></p> <ul style="list-style-type: none"> <li>• Power Requirements: 208VAC, single phase power               <ul style="list-style-type: none"> <li>○ Note, building is limited to 208V, single-phase power and does not have 230V+ or three-phase power available</li> </ul> </li> <li>• Power - 5HP Vector drive; Vertical Spindle; Spindle Taper: ISO 20</li> <li>• Maximum spindle speed 30,000 rpm; Travels: 12" x 10" x 12" (xyz)</li> <li>• Toolholder kit</li> <li>• 20-station automatic tool changer; coolant pump</li> <li>• coolant tank with 1/4 HP pump; high-speed machining</li> <li>• power-failure detection module; Rigid tapping</li> <li>• 1 GB program memory; memory lock key switch</li> <li>• 15" color LCD monitor</li> <li>• USB port/ethernet interface</li> <li>• Max Cutting Rate: 500in/min (ipm)</li> <li>• rapids: 750 in/min (ipm)</li> <li>• Axis motors max thrust: 1100 lbf</li> <li>• mobile machine monitoring</li> <li>• User-definable macros</li> <li>• 4th-axis drive and wiring</li> <li>• Wireless intuitive probing system</li> <li>• ATC maximum tool weight: 5 lbs</li> <li>• 5C Collet Servo rotary head with manual collet closer</li> <li>• Brushless sigma 5 servo rotary</li> <li>• Mill with 4th-axis drive option for full 4th axis operation or a rotary control box for standalone operation</li> <li>• Control simulator</li> <li>• Extended 2 Year Warranty</li> <li>• Weight: 1,500 lbs – seismic anchorage required</li> </ul> |  <p>Height: 85"<br/>Depth: 74"<br/>Width: 103"</p> | <p>Haas CM-1</p> <p>Or Equal<br/>(with all features noted)</p> |

**Bid #1384 Purchase of Engineering Equipment for the New Science Center at Santa Ana College  
Attachment "A"**

| Item # | Engineering Equipment Minimum Specifications<br>(Features noted in further detail below)   | Approximate Dimensions  | Base Model Type<br>(Or Equal)  |
|--------|--|---|--|
| 2      | <p><b>Slant PRO CNC Lathe with Turret (Automation Package)</b></p> <ul style="list-style-type: none"> <li>• Power Requirements: Primary 208VAC single-phase (secondary: 115VAC)               <ul style="list-style-type: none"> <li>○ Note, building is limited to 208V, single-phase power and does not have 230V+ or three-phase power available</li> </ul> </li> <li>• Spindle power: 3HP</li> <li>• Spindle speed: 100-3500 RPM</li> <li>• Spindle taper: 5C</li> <li>• Spindle bore dia: 1.53"</li> <li>• Carriage travel: 10" x 12" (X x Z)</li> <li>• Turret Kit for Tormach 15L Slant-PRO Lathe</li> <li>• Turret, tool changer (8 station)</li> <li>• PathPilot Controller; Manual Oiler Kit</li> <li>• Lathe Enclosure: Full Enclosure Kit</li> <li>• Lathe Options: Lathe Lifting Kit</li> <li>• 15L Slant-PRO Lathe Owner Kit</li> <li>• Jog Shuttle Controller</li> <li>• Waterproof Mini Keyboard</li> <li>• Cable Integration Kit</li> <li>• USB 2.0 WiFi Adapter for PathPilot Controller</li> <li>• Floating Tramp Oil Collection Pillow</li> <li>• Waylube 68 Machine Oil (1 gallon)</li> <li>• 15L Light Kit; Controller Arm</li> <li>• Monitor: Touchscreen kit</li> <li>• 3-Jaw Reversible 6" Lathe Chuck - D1 Type Direct Mount</li> <li>• Deluxe Lathe Tool Starter Kit; Coolant Nozzle for Turret (10pk)</li> <li>• Automatic Collet Closer for 15L Slant-PRO</li> <li>• EZ-Puller; Heavy Duty Gang Block</li> <li>• Gang tool starter kit; Individual gang tool holder - RH heavy</li> <li>• FRL Filter-Regulator-Lubricator (Assembly)</li> <li>• 2/3 gang plate with t slots; 5C Round Collet Set (18 Pc)</li> <li>• Extended 2 Year Warranty</li> <li>• Weight: 1,800 lbs – seismic anchorage required</li> </ul> |  <p>Width: 58"<br/>Height: 66"<br/>Depth: 29"</p> | <p>Tormach 34444-T-15L</p> <p>Or Equal<br/>(with all features noted)</p> |


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|--------|--|---|---|
| 3      | <p><b>Manual Vision System</b></p> <ul style="list-style-type: none"> <li>• Power Requirements: 110V               <ul style="list-style-type: none"> <li>○ Note, building is limited to 208V, single-phase power and does not have 230V+ or three-phase power available</li> </ul> </li> <li>• Unit to be located on existing 30" deep countertop</li> <li>• 3-Axis stage that has 200mm x 100mm (8" x 4") XY travel and Z-Axis measuring option with 200mm (8") of vertical travel</li> <li>• Granite base</li> <li>• Motorized Z Axis Drive with Course Fine Control</li> <li>• Operator Interface: MetLogix M3 Metrology Software with 24" Touchscreen Monitor and PC running Windows 10; Auto touch screen measurement capability</li> <li>• 6.5:1 Ratio Zoom Video Optics with 1/3" Chip Hi-High-Resolution Digital CCD Digital Camera 2 MP, USB interface</li> <li>• 3-Channel LED Illumination (Co-axial, plus collimated sub-stage and ring light)</li> <li>• Reishaw 0.5 Micron (0.00002") Resolution Scales</li> <li>• Manual Quad Light</li> <li>• VED Mag Checker (Interim Calibration Artifact)</li> <li>• MetLogic Digital Comparator (FOV) Option</li> <li>• 2.0X Aux Lens for KMIC</li> <li>• 0.5X Aux Lens for KMIC</li> <li>• Optional z-axis measurement</li> <li>• Linear encoders on all three axis</li> <li>• X-Y Accuracy (<math>\mu\text{m}</math>): <math>E2 = 2.5 \mu\text{m} + 5L/1000</math></li> <li>• Z Accuracy (<math>\mu\text{m}</math>): <math>E1 = 2.5 \mu\text{m} + 5L/1000</math></li> <li>• Scale Resolution: <math>0.5 \mu\text{m}</math></li> <li>• Automatic edge detection</li> <li>• Geometric measurement functions: point, line, circle, slot, blob, etc.</li> <li>• Graphic based constructions: distance, angle, skew, datum, pattern, etc.</li> <li>• Feature tolerancing, nominal entry, deviation reporting</li> <li>• Part programming and playback</li> <li>• Geometric dimensioning and tolerancing: true position, circularity, concentricity etc.</li> <li>• Multiple report generation, printing to Windows based printers, and saving as PDF.</li> </ul> | <p align="center">Height: 34"<br/>Depth: 24"<br/>Width: 23.7"</p> | <p align="center">Starrett MVR200<br/><br/>Or Equal<br/>(with all features noted)</p> |






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|--------|---|--|--|
|        | <ul style="list-style-type: none"> <li>• Image stitching</li> <li>• Data export reporting: TXT, CSV, XLS, etc.</li> <li>• Annotations</li> <li>• Extended 2 Year Warranty</li> <li>• Weight: 200 lbs</li> </ul>   |  |  |
| 4      | <p><b>Certified Education Robot Training Package</b></p> <ul style="list-style-type: none"> <li>• Power Requirements: 120V 6A + integrated transformer               <ul style="list-style-type: none"> <li>○ Note, building is limited to 208V, single-phase power and does not have 230V+ or three-phase power available</li> </ul> </li> <li>• 6-axis robot arm, 550 mm reach</li> <li>• R-30iB Mate controller</li> <li>• LR Handling tool software - CERT configuration</li> <li>• MH iPendant controller with touch screen</li> <li>• MH3 Fenceless Collaborative education training cart</li> <li>• 180+ Degree Work Envelope</li> <li>• Enhanced Gripper with embedded Laser Pointer</li> <li>• Ethernet I/P Scanner</li> <li>• Allen Bradley – SafeZone Safety Laser Scanner and Auditable Safety Stack Light</li> <li>• 4.6 Gal. Ultra Quiet Air Compressor</li> <li>• Large easy rolling lockable (all direction) casters</li> <li>• MH CERT PROGRAM - (1) CERT instructor training and tool kit, (1) CERT school comprehensive education pkg.</li> <li>• Training/Licensing:               <ul style="list-style-type: none"> <li>○ (1) online seat to take CERT cart safety features web course</li> <li>○ (1) online seat to take Robot operations web course</li> <li>○ (1) online seat to take Handling tool operations and programming web course</li> <li>○ (1) online seat to take HandlingPRO web course</li> <li>○ (1) seat to take live Handling tool operation and programming class at Fanuc facility</li> <li>○ (1) ROBOGUIDE simulation software license</li> <li>○ (1) Manuals (ea): Fanuc robot operations, Fanuc HandlingTool operations &amp; programming, Fanuc handlingPRO (ROBOGUIDE simulation manual)</li> </ul> </li> </ul> |  <p>Height: 72"<br/>Depth: 47.25"<br/>Width: 61"<br/>(Open)</p> | <p>FANUC LR Mate<br/>200 iD/4S with<br/>R-30iB Mate Controller<br/>MH3 – Fenceless Training<br/>Cart</p> <p>Or Equal<br/>(with all features noted)</p> |



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|--------|--|--|--|
|        | <ul style="list-style-type: none"> <li>○ CERT school Educ Pkg includes training tools/software for classroom</li> <li>○ (25) online seats to take robot operations web course (1 yr sub)</li> <li>○ (25) online seat to take HandlingTool Operations and Programming web course (1 yr sub)</li> <li>○ (25) online seat to take HandlingPRO web course (1 yrs sub)</li> <li>○ (25) Roboguide simulation software lic (1 yr sub)</li> <li>○ 2D iRVision CERT Program (instructor only)</li> <li>○ (1) iRVision setup &amp; Operations-2D eLearn web course</li> <li>○ Seat in iRVision Setup and Ops-2D course at FANUC</li> <li>● (1) Fixed or Carried Mounted iRVision 2D Guidance hardware and software</li> <li>● (1) Fixed or Carried Vision light kit - LR mate robot</li> <li>● (1) Fenceless Mult-EOAT adaptor kit (allows mounting of pneumatic gripper, vacuum gripper, 2D iRVision camera and ring light) (includes: EOAT extension, mounting brackets, mounting hardware, cables, tubing)</li> <li>● (1) Project based learning - battery package with basic iRVision 2D and error proofing</li> <li>● * includes: gripper fingers for LR mate, machined "AA" battery magazine, machine loading trays with iRVision target for teaching vertical, horizontal, and diagonal load and unload programming, (1) Fanuc iRVision 2d manual</li> <li>● Extended 2 Year Warranty</li> <li>● Weight: 115 lbs (cart) + 44 lbs (Robotic Arm)</li> </ul> |  |  |
| 5      | <p><b>Tensile Tester</b></p> <ul style="list-style-type: none"> <li>● Power Requirements: 120V, 15AMP               <ul style="list-style-type: none"> <li>○ Note, building is limited to 208V, single-phase power and does not have 230V+ or three-phase power available</li> </ul> </li> <li>● Force capacity: 6750 lbf</li> <li>● Load accuracy from 150N to 30kN is +/- 0.5%</li> <li>● Crosshead Travel: 1128 mm (vertical)</li> <li>● Horizontal test space: 420 mm</li> <li>● The moving crosshead will be driven by precision screws each with a preloaded nut providing zero backlash during reverse stress loading. Systems without ball screws or preload nuts that are not preloaded are not acceptable.</li> <li>● For lateral stiffness and robustness purposes, in addition to the ball screws</li> </ul>   |  <p>Height: 63"<br/>           Depth: 28"<br/>           Width: 30"</p> | <p align="center">Instron 34TM-30</p> <p align="center">Or Equal<br/>(with all features noted)</p> |

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|--------|--|------------------------|-------------------------------|
|        | <p>described above, the load frame should include at least two smooth ground guidance rods that the moving crosshead also rides on.</p> <ul style="list-style-type: none"> <li>• Ball screws shall be fully enclosed to eliminate pinch points</li> <li>• Load frame shall include a bright red ISO approved emergency stop switch.</li> <li>• Vertical distance between the load frame table and crosshead shall no less than 40 inches</li> <li>• Speed range 0.1 in/min to 20 in/min</li> <li>• Speed accuracy shall be within +/-0.2%, of set speed measured over full speed range</li> <li>• Frame shall have variable speed jog with software-defined speed. When jog is initiated, the crosshead shall gradually accelerate to reach a maximum jog speed of 610 mm/min (24 in/min).</li> <li>• Frame shall automatically stop the frame when the load cell or computer is disconnected or shutdown.</li> <li>• The machine's movement shall be restricted to prevent unintended motion of the crosshead with an Operator Protect function - a two-button press sequence to move between testing modes.</li> <li>• The system shall have a mechanism that allows for limiting crosshead jog speed.</li> <li>• The system shall include four shock absorbing feet on each corner of the frame that can be (height) adjusted for leveling the test frame.</li> <li>• Required set of wedge action grips with faces for flat specimens up to 0.25" thick and 1" wide.</li> <li>• The control software to have a graphical user interface meeting all Microsoft Windows standards.</li> <li>• Software must have multi levels of user access based on his or her login name and password, including support for Windows Active Directory Testing software must be able to perform tensile, compression, flexural, peel, tear, friction, and cyclic testing</li> <li>• Digital displays on the computer monitor should show live load and displacement values. Units that can be selected to be Metric, S.I., U.S. customary.</li> <li>• The system shall include a context sensitive help and reference system.</li> </ul> |                        |                               |

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|--------|--|--|---|
|        | <ul style="list-style-type: none"> <li>• The system electronics shall have an internal sampling rate of 40 kHz.</li> <li>• The control software shall be capable of acquiring data at 1000 Hz across load and displacement. Maximum data rates shall be maintained throughout any test duration period without a time limit.</li> <li>• Extended 2 Year Warranty</li> <li>• Weight: 140 lbs</li> </ul>   |  |   |
| 6      | <p><b>3D Printer</b></p> <ul style="list-style-type: none"> <li>• Power Requirements: 120V, 50/60Hz 150W               <ul style="list-style-type: none"> <li>○ Note, building is limited to 208V, single-phase power and does not have 230V+ or three-phase power available</li> </ul> </li> <li>• Beyond simple dual extrusion with swappable print cores (within each extruder)</li> <li>• Resolution 200-20 microns</li> <li>• Build envelope, dual nozzle system with heated glass plate, remote monitoring with built in wifi</li> <li>• Extended 2 Year Warranty</li> <li>• Weight: 30.8 lbs</li> </ul> |  <p>Height: 27"<br/>Depth: 20"<br/>Width: 13.31"</p>  | <p align="center">Ultimaker 3 Extended<br/><br/>Or Equal<br/>(with all features noted)</p>              |
| 7      | <p><b>3D Printer</b></p> <ul style="list-style-type: none"> <li>• Power Requirements: 120V, 150W               <ul style="list-style-type: none"> <li>○ Note, building is limited to 208V, single-phase power and does not have 230V+ or three-phase power available</li> </ul> </li> <li>• 100 Micron Minimum Layer Height</li> <li>• Onyx Build Material</li> <li>• Nylon Build Material</li> <li>• Carbon Fiber Continuous Fiber</li> <li>• Kevlar Continuous Fiber</li> <li>• High strength/High Temperature Fiberglass Continuous Fiber</li> <li>• Fiberglass Continuous Fiber</li> </ul>                 |  <p>Height: 6"<br/>Depth: 5.2"<br/>Width: 12.6"</p> | <p align="center">Markforged<br/>Mark Two F-PR 2017<br/><br/>Or Equal<br/>(with all features noted)</p> |

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|--------|---|------------------------|-------------------------------|
|        | <ul style="list-style-type: none"> <li>• Additional Re-Usable Build Platform</li> <li>• Elger Software (Or Equal), Cloud and/or local storage, SSO 2 Factor Authentication, Admin portal</li> <li>• 3 CFF quick-change nozzles</li> <li>• 3 FFF quick-change nozzles</li> <li>• (1) True bed build plate</li> <li>• Extended 2 Year Warranty</li> <li>• Weight: 35 lbs</li> </ul> |                        |                               |