



**INVITATION FOR BIDS (“IFB”)
NO. 24-06**

**NEW CONCERT GRAND AND DIGITAL UPRIGHT PIANOS FOR
LOS ANGELES COMMUNITY COLLEGE DISTRICT/
LOS ANGELES CITY COLLEGE**

IFB SCHEDULE	
IFB Posted	Tuesday, April 2, 2024
Questions regarding this RFP by 2:00 pm	Tuesday, April 16, 2024
Questions and answers posted to web	Wednesday, April 24, 2024
Proposal Submission Deadline Due by 2:00 pm PST	Wednesday, May 1, 2024
Tentative Award Date	Friday, May 10, 2024
Board Date for Approval	Wednesday, June 12, 2024

**CONTRACTS UNIT
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
213. 891.2288**



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I. INTRODUCTION

A. PURPOSE OF IFB

The Los Angeles Community College District (“LACCD” or “District”), a public institution of higher education, solicits bids from a business entity or business entities (“Bidder” or “Bidders”) to enter into a Purchase Order (“PO”) with a qualified business entity (“Contractor”) to purchase new pianos to replace equipment in the Music Department at Los Angeles City College, located at 855 North Vermont Avenue, Los Angeles, CA 90029.

B. ABOUT LACCD

LACCD is a community college district in the State of California, which provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs tailored to meet the needs of students for academic and occupational preparation, citizenship, and lifelong learning. LACCD serves several million residents in southern California within an area of 884 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles.

II. IFB INSTRUCTIONS AND CONDITIONS

This IFB contains the instructions and conditions governing the requirements for a bid to be submitted by an interested Bidder, the format in which the bid is to be submitted, the material to be included therein, and the requirements that must be met. Each Bidder should carefully examine the entire IFB and be fully aware of the nature and quality of the services sought by LACCD as well as the conditions in providing such services.

BIDS MAY BE REJECTED AS NON-RESPONSIVE IF THE BIDDER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS IFB.

A. BID SUBMISSION AND OPENING DATE

The Bidder shall submit to the District **one (1) printed original bid and two (2) copies of its bid, together with a USB drive containing an electronic version of its bid in editable Microsoft Word Format.** The printed original bid must be marked on the cover page with the following notation: “ORIGINAL.” Bids must be signed and shall become property of the District. Bids shall be submitted in a



sealed package plainly marked with the following statement: **"IFB NO. 24-06": NEW CONCERT GRAND AND DIGITAL UPRIGHT PIANOS; before opening time and date: 2:30 p.m. on May 1, 2024."** Bids will be opened VIA ZOOM PUBLIC MEETING WHICH IS AVAILABLE FOR VIEWING HERE:
<https://laccd.zoom.us/j/84351210604>

Bids shall be submitted via mail or in person delivery no later than 2:00 p.m. on May 1, 2024 (the "Bid Submission Deadline"). Bids shall be mailed or delivered as follows:

LOCATION: Contracts Office, 6th Floor
Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017
Attention: Marcia Webb

Bids must be received in the Contracts Office of the Los Angeles Community College District by no later than the Bid Submission Deadline, and shall be opened in public shortly thereafter.

No bids will be accepted after the bid submission deadline. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened. It is the sole responsibility of each Bidder to ensure that its bid is timely and properly delivered to the District.

If a bid is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District shall not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other method of delivery used by the Bidder, or any reason whatsoever, including but not limited to, weather or traffic conditions, illness, accident, delivery to wrong location, courier or parking problems, etc. The District will not accept bids via facsimile, and/or telephone call, and/or e-mail correspondence. **The District does not provide parking to Bidders and/or third parties acting at the behest of Bidders.**

B. BID CONTENT AND FORMAT

Bidders are cautioned to keep the bid pages intact and return all of the following documents when submitting their bid. The Bidder's failure to submit the complete bid pages may invalidate the bid. This IFB and the successful bid will become a part of any contract that is executed as a result of this IFB. Any bid attachments,



documents, letters and materials submitted by the Bidder will be binding and may also be included as part of the contract.

1. Cover Page

A cover page with the Bidder's name, the title, "IFB No. 24-06": New Concert Grand and Digital Upright Pianos for Los Angeles City College; Opening Time and Date: 2:30 p.m. on May 1, 2024."

2. Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Contracts Office and must, at a minimum, contain the following:

- Identification of the business entity, including name, address and telephone number of the business entity;
- name, title, address, telephone number, and email address of contact person;
- a statement to the effect that the bid shall remain valid for a period of not less than 120 days from the due date for submittal;
- signature of a person authorized to bind the Bidder to the terms of the IFB.

Immediately following the transmittal letter include the Mandatory Completed and Signed Exhibits.

4. Mandatory Documents Bidder Must Complete and Submit With Its Bid

- Exhibit A: Completed and signed Bid Page, including Statement of Intent;
- Exhibit B: Completed and signed Non-Collusion Affidavit;
- Exhibit C: Completed and signed Non-Discrimination Certification;
- Exhibit D: Acknowledgement of all addenda issued by the District;
- Exhibit E: Completed Russian Economic Sanctions;



C. MEETING BID SPECIFICATIONS

The services offered by the Bidder must meet the specifications as described in this IFB. The District reserves the right to reject as non-responsive any bid that does not meet the specifications as described in this IFB.

D. ALL INFORMATION INCLUDING PROPOSED FEES TO BE ACCURATE, COMPLETE AND VALID

The Bidder must provide information including, but not limited to, fee information for all items on the Proposed Fee Table, Exhibit A. Failure to do so may invalidate the bid. The price bid must be accurate, complete and must be valid for the initial term of the contract. The Bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for error or fee increases that the Bidder later alleges are retroactively applicable.

E. AUTHORIZED SIGNATURES

Exhibits A through E must all be signed by the Bidder's authorized signatory and must be submitted by the Bidder in the sealed envelope along with its bid. The District is unable to accept any bid submitted without these statements completed and signed by the Bidder's authorized signatory.

F. AUTHORIZATION TO DO BUSINESS

All Bidders must be authorized to do business in California. If a Bidder is a sole proprietorship or partnership, the Bidder should furnish with its bid a copy of a current business license issued in California. If the Bidder is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of evaluation of the bid. The Bidder should provide the corporate number issued by the Secretary of State with its bid.

G. REQUIREMENTS

The bidder shall be responsible for becoming familiar with the specifications required by the District, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any bidder to acquaint



himself or herself with the requirements of the District shall in no way relieve any Bidder from any obligation with respect to this bid or to the resulting agreement. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

H. QUESTIONS ABOUT IFB

Questions regarding this IFB must be emailed to Marcia Webb, Procurement Specialist, at webbms@laccd.edu no later than **April 16, 2024** (the "Questions Deadline").

The District shall not be obligated to answer any questions received after the Questions Deadline or submitted in a manner other than as instructed above. A written response to timely and appropriately submitted questions will be posted on the website at <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>.

The Bidder and/or third parties acting at the Bidder's behest should not contact District personnel in any manner related to this IFB other than the submission of questions via email as specified above. Unauthorized contact by the Bidder and/or third parties acting at the Bidder's behest with any District personnel may, at LACCD's sole discretion, be cause for rejection of a bid.

I. IFB ADDENDA

If it becomes necessary for the District to revise any part of this IFB, or to provide clarification or additional information after the IFB is released, a written addendum or addenda will be posted on the following website address:
<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>.

It shall be the responsibility of the Bidder to check the website or to appropriately inquire with LACCD for any addenda issued. All addenda issued by LACCD shall become part of this IFB, and the Bidder shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Failure of the Bidder to receive addenda shall not relieve the Bidder from any obligation under its bid as submitted. The Bidder shall identify and list in its bid all addenda received and included in its bid. The Bidder's failure to identify and list in its bid all addenda received and included in its bid may be asserted by the District as a basis for determining a bid as non-responsive.



J. INTERPRETATION OF BID DOCUMENTS

If any person contemplating submitting a bid for the purchases proposed herein is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation of correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

K. WITHDRAWAL OF BID

The Bidder may withdraw a previously submitted bid at any time prior to the bid submission deadline.

L. EXEMPTION FROM DISCLOSURE

Bids will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the Los Angeles Community College District, except for information declared at the bid opening date. All bids submitted will become the property of the Los Angeles Community College District. The Bidder must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Bidder claiming such an exemption must also state in the bid that "the Bidder agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a bid to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Bidder's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the Public Records Act.



M. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the Bidder in: (1) preparing its bid in response to this IFB; (2) submitting that bid to LACCD; (3) negotiating with LACCD on any matter related to this IFB; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this IFB. LACCD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Bidders. All expenses including, but not limited to, pre-contractual expenses incurred by the Bidder in preparing the bid shall be borne and paid for solely by the Bidder.

N. BASIS OF AWARD

The award will be made to the lowest, responsive and responsible Bidder whose bid meets specifications described herein and shall be based on the lowest total fee for services to be provided by the Bidder for all items listed **solely** in section A, "New Concert Grand and Digital Upright Pianos," as set forth in this IFB.

O. PROPOSED PURCHASE ORDER

The Bidder selected for contract award through this IFB shall be required to enter into a Purchase Order with LACCD. The Purchase Order General Terms and Conditions presented at Exhibit F of this IFB is the agreement proposed for execution with the successful Bidder

P. NO COMMITMENT TO AWARD AGREEMENT

Issuance of this IFB and receipt of bids does not commit the District to award an Agreement.

Q. ACCEPTANCE OF BID

Final acceptance of a bid shall be made by the Board of Trustees at a public meeting within approximately ninety (90) days from the date of the bid submission deadline. The District reserves the right to postpone bid opening for its own convenience, to accept or reject any and all bids, if it deems that such action is in the best interest of the District, and to withdraw the bid and discontinue the bid process. The District also reserves the right to waive any and all technicalities and non-substantive defects in any bid.



R. DEFAULT

In the event that an apparently successful Bidder defaults or fails to execute the contract, the District may, at its election, accept the next lowest bid, or reject all bids and solicit new bids at that time.

S. PROTESTS

Any Bidder that has provided a sealed bid or proposal to the District may protest the solicitation or award of a contract for violations of LACCD's procurement policies or of laws and regulations governing LACCD's procurement activities, provided the bidder has complied with PP-04-09, Bid Protest and Appeals.

http://www.laccd.edu/sites/laccd.edu/files/2023-07/pp-04-09_bid_protest_and_appeals_0.pdf.

In order to be considered, all protests must be in writing and filed with and received by LACCD, not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought. Protests received by LACCD after this date will be returned to the sender.

Director of Business Services or Designee
Los Angeles Community College District – Business Services Division
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017-3719

Failure to timely file the bid protest shall constitute grounds for the District to deny the bid protest without further consideration of the grounds stated therein.



III. SPECIFICATIONS AND GENERAL CONSIDERATIONS

A. SPECIFICATIONS

This IFB seeks sealed bids from qualified vendors to provide one (1) New Concert Grand Piano and ten (10) Digital Upright Pianos with matching benches, covers, warranty, tuning, delivery and installation.

Concert Grand Piano (Qty 1)

To be exchanged with an existing Yamaha DCFX (Disklavier) with bench for appropriate trade value

Dimensions:

- Height: 3' 3"
- Width: 5' 1"
- Length: 7' 5"

Pedals: Sustain, tonal, una corda

Finish: Black gloss

Bench included

Digital Upright Piano (Qty 10)

To be exchanged with existing (Qty 10) Boston UP-118S (acoustic) with benches for appropriate trade value

Dimensions:

- Height: 3' 6"
- Width: 4' 10"

Pedals: Sustain, una corda

Finish: Black, ebony polish Keys: Wood

Electronics:

- Audio processing system



- Adjustable sound parameters including but not limited to:
 - String, cabinet, and damper resonance
 - Damper and hammer noise
 - Decay/release time
 - Temperament
 - Reverb/Delay
- Connections:
 - Headphone 1/4" and 1/8"
 - MIDI In/Out
 - Line In 1/8" Stereo
 - Line Out 1/8" Stereo
 - USB to Host/Device
 - Bluetooth
- Touch-screen control interface
- Bench included (x10)

B. GENERAL CONSIDERATIONS

1. Extreme care shall be taken by Bidder to safeguard all pieces of the order during delivery, as well as the facility, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Bidder, shall be the responsibility of the Bidder and shall be repaired and/or replaced by Bidder at no additional cost to the college. 2. The Bidder shall use all means to protect existing objects, structures and vegetation. In the event of damage, the Bidder shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the college, at no additional cost to the college.
2. Bidder shall be responsible for removing all packaging waste once installation is complete. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each workday. Bidder is responsible for the management and removal of waste materials, to be disposed of in accordance with all applicable laws, regulations, codes, rules, and standards. 2. Spillages of oil, grease or other liquids that could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately. 3. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the college reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Bidder.



3. New equipment only. Awarded Bidder must be an authorized reseller.
4. Bidder to provide any institution or education discount.



EXHIBIT A

BID PAGE AND STATEMENT OF INTENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

The award will be made to the lowest responsive/responsible Bidder whose bid meets specifications described herein and shall be based on the lowest total fee for new pianos, delivery, removal of old pianos and trade-in value to be provided by the Bidder for all items listed **solely** in the "Proposed Fee Table," as set forth in this Exhibit A.

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned bidder, having become familiar with the specifications, general contract conditions, bid conditions and instructions for completing the Bid Form, hereby offers to provide the services in accordance with its bid and subject to the terms and conditions set forth herein by references and attachments.

Bidder _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Check One:
Sole Ownership _____
Partnership _____
Corporation _____
Other (Specify) _____

Printed Name _____

Title _____

Address _____
Street City State

Zip _____

Phone (_____) _____ Fax (_____) _____

E-mail: _____ Date: _____



PROPOSED FEE TABLE

<p>Bidders are required to provide their pricing for the provision of the Equipment itemized below (including delivery to Los Angeles City College, trade-in value and removal and/or disposal of pianos offered for trade-in), based on the terms of this Invitation to Bid, including but not limited to the Equipment Purchase Order.</p>					
<p>Concert Grand Piano Manufacturer Name: _____</p> <p>Digital Upright Piano Manufacturer Name: _____</p>					
<p>Is it true that my company is an authorized reseller of the brand of piano for which I am submitting this bid?</p>				Yes	No
<p>*A "No" response will result in disqualification.</p>					
ITEM	MATERIAL/DESCRIPTION	QUANTITY	UM	UNIT PRICE	AMOUNT
1	New Concert Grand Piano with bench and cover	1	EA		\$
2	New Digital Upright Pianos with matching benches and covers	10	EA		\$
3	Trade-in Value 2018 Yamaha DCFX Disklavier with bench	1	EA		\$-
4	Trade-in Value of 2013 Boston Upright Pianos with benches	10	EA		\$-
5	Delivery – Concert Grand Piano				\$
6	Delivery – Digital Upright Pianos				\$
7	Pick up – Old Concert Grand Piano (1) Qty				\$
8	Pick up - Old Upright Pianos (10) Qty				\$
9	Education Discount (if applicable)				\$-
10	SUB TOTAL				\$
11	SALES TAX (9.50%)				\$
TOTAL BASE BID PRICE					\$



EXHIBIT B: NON-DISCRIMINATION CERTIFICATION

CERTIFICATION OF NON-DISCRIMINATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

Bidder hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2024.

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print Name of Signer)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT C: CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

The undersigned, a duly authorized officer of _____, does hereby represent, warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By

(Signature)

Name _____
(Type or Print Name of Signer)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT D: ACKNOWLEDGMENT OF ADDENDA

The Bidder shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print Name of Signer)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT E: RUSSIAN ECONOMIC SANCTIONS CERTIFICATION

The undersigned, a duly authorized officer of _____
does hereby certify, represent and warrant the following statements:

1. I am duly authorized to execute this certification on behalf of the Proposer identified below.
2. The Proposer is not a Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
3. The Proposer has not proposed in its Proposal submitted with this certification to enter into any contract for services related to the RFP that is the subject of this certification, with any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
4. If Proposer is selected for the award of a contract with the District, the Proposer shall fully comply with all applicable requirements of Executive Order N-6-22 signed by the Governor of the State of California on March, 4, 2022 and all other state and federal requirements related thereto (including, without limitation, if the contract awarded to Proposer has a total value of more than \$5 million, all notification and reporting requirements thereof), including the execution by Proposer and its Subcontractors, or of such additional certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Proposer’s and its Subconsultants’ compliance and continuing compliance with the foregoing.

Proposer Name (print): _____

Owner/Officer Name (print): _____

Owner/Officer Signature: _____

Date: _____



EXHIBIT F: PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Notwithstanding anything to the contrary contained in the agreement between the Los Angeles Community College District (the "District") and STATE OF CALIFORNIA ("Contractor"), dated 07/15/2020, the following General Contract Terms and Conditions shall apply and prevail:

1. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this agreement, the Contractor is an independent contractor, and not an officer, employee, partner, joint venturer, or agent of the District.

2. **INVOICES AND PAYMENTS.** Payment shall be made by the District's Accounts Payable Office upon provision of the goods and/or services described herein, and upon submittal of invoice(s) approved by the College President or appropriate designee; or appropriate District Office administrator, or designee. Payment by the District shall constitute full and final payment, unless the Contractor files a claim for error or omission within ninety (90) days of the date of invoice.

3. **WARRANTY.** Contractor warrants that all goods or services furnished under this agreement shall be in accordance with District specifications. All work and services shall be done and completed in a thorough, workmanlike manner. All goods shall be new, merchantable, fit for their intended purposes, free from all defects in materials and workmanship, free from defects in design, in good working order and shall perform in accordance with the manufacturer's standard specifications. All goods furnished and all work performed shall be subject to the District's inspection. Goods and services which are not in accordance and conformity with the above specifications, shall be rejected and, in the case of goods, promptly removed from the District premises at the Contractor's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications, the cost of such test shall be paid by the Contractor. On all questions concerning the acceptability of the goods and services, the decision of the District shall be final and binding upon the parties. The District shall not unreasonably exercise its judgment.

4. **DEFAULT BY CONTRACTOR.** The District shall hold the Contractor liable and responsible for all damages which may be sustained because of failure or neglect of the Contractor to comply with any term or



condition herein, it being specifically provided that time shall be of the essence in the delivery of the purchased goods or services. If the Contractor fails or neglects to furnish or deliver any of the goods or services at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, or cancel or rescind any or all items affected by such default, and may, whether or not the purchase is canceled in whole or in part, purchase the goods or services elsewhere without notice to the Contractor. The District shall retain all other rights and remedies under law.

5. **TERMINATION OF AGREEMENT.** The District may terminate this agreement upon thirty (30) calendar days' prior written notice to the Contractor. In the event of such termination, each party shall be liable for all obligations in favor of the other party accruing prior to the date of such termination, but shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. In addition, this agreement may be subject to termination as provided in Section 18.

6. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.

7. **INDEMNIFICATION/LIMITATION OF LIABILITY.** The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. Contractor hereby waives and releases the District from any claims Contractor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents, except to the extent caused by the District's wilful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Contractor and Contractor's exclusive remedies



against the District.

8. **AMENDMENT OF AGREEMENT.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. All modifications and amendments to this agreement shall be in writing and signed by the authorized representatives of the District and the Contractor.

9. **ASSIGNMENT OF AGREEMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

10. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

11. **NON-DISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

12. **EQUAL OPPORTUNITY EMPLOYER.** Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

13. **COMPLIANCE WITH LAW/PERMITS AND LICENSES.** The Contractor and all of its employees or agents shall comply with all



applicable laws, ordinances, rules and regulations, including but not limited to all applicable laws and regulations governing the bidding process, and shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of goods or services hereunder.

14. ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. TAXES. California Sales Tax, Use Tax and/or the Los Angeles County Uniform Local Sales and Use Tax, where applicable, shall be separately identified on each invoice to the District. The federal excise tax, and state and local property taxes, are not applicable, as college districts are exempt therefrom.

16. NON-WAIVER. A waiver of a breach or default by the District under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of the District to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.

17. SEVERABILITY. The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

18. TERMINATION FOR NON-APPROPRIATION OF FUNDS. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

19. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of **Section 508 of the Rehabilitation Act of 1973**, as



amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.

20. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this Agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this Agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this Agreement, whether such operations be by the



Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this Agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

Commercial General Liability (CGL): covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence/\$4,000,000 aggregate.

Automobile Liability: covering any auto, or if Contractor has no owned autos, covering hired, and non-owned autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.