



# REQUEST FOR PROPOSAL

  

## WIRE ELECTRICAL DISCHARGE MACHINING (EDM) SYSTEM RFP # 2020-04

**RFP RELEASED: 4/22/2020**  
**TECHNICAL QUESTIONS DUE: 12:00 p.m. on 4/29/2020**  
**PROPOSALS DUE: No later than 3:00 p.m. on 5/8/2020**

**SUBMIT PROPOSALS TO:**  
San Bernardino Community College District  
ATTN: Steven Sutorus, Business Manager  
550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408  
Phone: 909-388-6911  
Email: [ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu)



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## **INSTRUCTION TO CONTRACTORS**

This section will provide necessary information for CONTRACTORS to qualify as legally “responsive” to this Request for Proposals (RFP). This section should be studied carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

### **1.1 NOTICE FOR REQUESTING PROPOSALS**

Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County is issuing a Request for Proposals for a Wire Electrical Discharge Machining (EDM) System as summarized in the scope of work herein. SBCCD hereby invites you (CONTRACTOR) to submit a Bid/Proposal according to the terms and procedures defined herein no later than 3:00 p.m. (PDT), 5/8/2020, directed to Steven Sutorus, Business Manager, at 550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408 as per the specifications on file with Purchasing Office. Due to the current office closures and the Covid-19 crisis, this RFP submission must be sent and accepted digitally by submitting the full proposal by email to [ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu).

### **1.2 PURPOSE**

San Bernardino Community College District (SBCCD) is seeking a qualified CONTRACTOR who can provide SBCCD with a Wire Electrical Discharge Machining (EDM) System to be used in the instruction of students enrolled at San Bernardino Valley College in lecture and laboratory settings of its Machinist Technology program. SBCCD intends to award and procure from at least one successful bidder the equipment and accessories specified herein. CONTRACTOR shall reply to this RFP on the appropriate proposal forms adhering to the specifications listed herein.

### **1.3 REJECTION OF PROPOSALS**

SBCCD’s Governing Board reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets SBCCD’s needs to receive an award **after** successful contract negotiations. CONTRACTOR may not withdraw its proposal for a period of **one hundred eighty (180) days** after the opening thereof.

### **1.4 CONTRACTORS**

If a CONTRACTOR will be used by CONTRACTOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the CONTRACTORS and their duties shall be specified in the proposal.

### **1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES**

#### **1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS**

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The CONTRACTOR shall maintain Workers’ Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the following levels of coverage:

- A. Commercial General Liability including bodily injury personal injury and property damage in the amount of \$1,000,000 per occurrence, \$10,000,000 aggregate;
- B. Employer’s Liability in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,000,000;
- D. Automobile Liability, all automobiles, in the amount of \$300,000 for combined



single limit.

#### **1.5.1.1 INSURANCE POLICY REQUIREMENTS**

The foregoing insurance coverage plans shall be primary and non-contributing with respect to any other insurance which may be maintained by SBCCD.

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.
- B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against SBCCD.
- C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability. Failure by CONTRACTOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.
- D. Prior to commencing work, CONTRACTOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be emailed, followed by a hard copy "wet ink" signed original in the mail to: San Bernardino Community College District, Attn: Steven Sutorus, Business Manager, 550 East Hospitality Lane, Suite 200, San Bernardino CA 92408.
- E. No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Business Services Department of SBCCD.

#### **1.5.2 NON-COLLUSION AFFIDAVITS**

Affidavits are required to be completed by the CONTRACTOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix B.

#### **1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT**

CONTRACTOR may designate selected portions of their proposal as confidential, such as proprietary information not publicly disclosed about their products. However, if a claim to release the confidential portion is made under the California Public Records Act, SBCCD will notify the CONTRACTOR of such a claim but will not defend the CONTRACTOR's rights to privacy.

#### **1.5.4 SB 854 DIR COMPLIANCE**

Bidders are advised that this contract may be a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>. As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/Public-Works.html>

#### **1.5.5 DEBARMENT CERTIFICATION**

CONTRACTOR must certify that its company, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the



process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

## 1.6 CONFIDENTIALITY

The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBCCD will notify the CONTRACTOR of any public request for disclosure of such documents.

## 1.7 PROPOSAL FORMAT

CONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the CONTRACTOR's responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable SBCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

### Appendices:

The only official response to this RFP is what is submitted on the RFP Response and the appendices included with this proposal. Ancillary and supplemental comments will be considered in the evaluation but cannot substitute or contradict responses put in the forms.

#### Appendix A – Reference Form

#### Appendix B – Non-Collusion Affidavit

No additional directions necessary. This standard form is self-explanatory.

#### Appendix C – CONTRACTOR Profile Form & Designation of Names

This is the official signature page for the RFP Response and where pertinent information is identified.

#### Appendix D – Financial Statements

Please furnish financial information that accurately describes the financial stability of CONTRACTOR.

#### Appendix E – Services Agreement

Included in this appendix to the RFP is an example of all of SBCCD's required legal clauses. If an alternate is proposed, exact language must be included in CONTRACTOR response.

#### Appendix F – Local Vendor Designation

No additional directions necessary. This standard form is self-explanatory.

## 1.8 PROPOSAL SUBMISSION



Due to the current office closures and the Covid-19 crisis, this RFP submission must be sent and accepted digitally by submitting the full proposal by email to: [ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu) by the proposal due date/time: 5/8/2020 at 3 p.m. In addition, **three (3) copies** of the proposal and a flash drive containing the electronic RFP response are required. Proposal copies should be submitted in three-ring, loose-leaf binder form. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

In addition to the emailed proposal, mailed submissions must be received in **sealed envelopes or containers** clearly showing the CONTRACTOR name, address and **San Bernardino Community College District, Wire Electrical Discharge Machining (EDM) System - RFP 2020-04**. No proposals may be withdrawn after submission.

### 1.9 CONTRACTOR CONDUCT

During the RFP Window (from release of this RFP to Final award), CONTRACTOR is not permitted to contact any SBCCD employees or members of the Governing Board unless at the request of SBCCD's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

### 1.10 QUESTIONS REGARDING THIS RFP

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via e-mail. Technical questions must be submitted to Steven Sutorus ([ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu)), Business Manager no later than 12:00 p.m. on 4/29/2020. SBCCD will draft responses to be posted as Addenda.

### 1.11 CONTRACT DOCUMENT

Certain contract language acceptable to SBCCD covering all of the services specified in this RFP are detailed in Appendix E and Section 3.0 related thereto. No terms or conditions can be added or changed by CONTRACTOR after the proposals are received by SBCCD. Attempts to change the terms or conditions specified after the proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. CONTRACTOR may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by SBCCD

### 1.12 EVALUATION

The SBCCD Evaluation Committee will review proposals and determine those that are responsive. The Evaluation Criteria include, but are not limited to, the following:

#### A. Responsive:

- a. Compliance with Required Forms and Certificates,
- b. Adherence to the RFP Response Forms and format,
- c. Complete consideration of all project specifications,
- d. Complete cost proposal;

#### B. Responsible:

- a. Sufficient references for which similar types of services had been provided,
- b. Proof of financial stability and viability,
- c. Experience of the firm and assigned personnel with the services proposed,
- d. Resources that demonstrate adequate capacity to perform services proposed;

#### C. Bid/Proposal:

- a. Value and quality of services to be rendered,





b. Fees and costs;

In the event a single proposal is received, SBCCD may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBCCD to conduct an independent cost analysis of the proposal price.

**1.13 COST OF PROPOSAL DEVELOPMENT**

SBCCD disclaims any financial responsibility for, and CONTRACTOR shall be solely responsible for, any costs incurred by the CONTRACTOR in responding to this RFP, whether or not it is the successful CONTRACTOR, including the costs for bonding, legal costs for any reason, visitation/travel expenses, reproduction, postage and mailing, and the like.

**1.14 RFP INTERPRETATION AND ADDENDA**

Any changes, clarifications, or other interpretations regarding this RFP may be sent by SBCCD to each CONTRACTOR who has received or requested an RFP and in addition, will be posted on District's website. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the CONTRACTOR(s) and SBCCD.

**1.15 AWARD**

As explained above, any award is subject to successful contract negotiations between SBCCD and the selected CONTRACTOR. Selection as the Preferred CONTRACTOR is not an award and the process will be concluded with the execution of the final agreement(s) with the CONTRACTOR concerned pursuant to Governing Board authorization.

The final Agreement(s) shall be signed by the successful CONTRACTOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to CONTRACTOR. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful CONTRACTOR shall be just cause for the cancellation of the award. Award may then be made to an alternative CONTRACTOR (selected by the Committee), or the proposal may be re-advertised as SBCCD may decide.

**1.16 INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend and hold harmless SBCCD and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's CONTRACTOR, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or CONTRACTORS; (c) the use of any copyrighted materials or patented inventions; or (d) CONTRACTOR breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

**1.17 NOTICE OF SUIT OR ACTION FILED**

The CONTRACTOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to SBCCD copies of all pertinent papers received





by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

**1.18 PROHIBITED INTEREST**

No Board member, officer, or employee of the San Bernardino Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 490-497) of the Government code of the State of California.

**1.19 FINAL CONTRACT**

No terms or conditions can be added or changed by CONTRACTOR after the bid is received by SBCCD. Attempts to change the terms or conditions specified after the bid is received by SBCCD may cause a bid to be rejected as non-responsive. CONTRACTOR may propose alternate and additional language to the terms provided, but proposed terms are subject to negotiation and acceptance by SBCCD.

The following documents are considered part of the final agreement, in order of precedence:

- A. The final agreement between SBCCD and the CONTRACTOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
- C. The CONTRACTOR proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to proposal opening.

SBCCD may terminate any resulting Agreement(s) for convenience at any time by giving the CONTRACTOR written notice thereof. Upon termination, SBCCD shall pay the CONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

**1.20 TIMELINE**

The anticipated timeline, subject to change, for the complete process is as follows:

<u>Event</u>	<u>Tentative Date</u>
RFP Release – Response Window Opens	4/22/20
Technical Questions Due	4/29/20
Proposals Due – Response Window Closes - 3:00pm	5/8/20
Presentations of Selected Respondents, if applicable	TBD
Preferred CONTRACTOR selected, contract negotiated and awarded	5/15/20
Contract subject to Governing Board approval	6/11/20



## 2.0 DISTRICT PROFILE

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges: San Bernardino Valley College and Crafton Hills College, a Professional Development Center, and KVCR-TV and FM. The District employs approximately 800 full-time permanent faculty and staff and approximately 600 part-time faculty, and have approximately 19,000 students enrolled in one or more courses during the 2019 Spring Semester.

## 3.0 LEGAL SPECIFICATIONS

SBCCD's Legal Specifications are contained in a sample contract template in Appendix E. This reflects the terms and conditions necessary to be included in the Final agreement(s) for the products and services specified herein. These specifications are to be used as the basis for the Final agreement(s) but are negotiable. The purpose will be to standardize the evaluation of the CONTRACTOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing CONTRACTOR agreements. SBCCD requires that each of these specifications be addressed in the Final agreement(s) in essentially the language provided or some acceptable substitute language. The inclusion of the CONTRACTOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

## 4.0 EQUIPMENT SPECIFICATIONS

This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful bid/proposal. CONTRACTOR shall provide its bid/proposal of products and services on its own proposed cost matrix. CONTRACTOR shall propose equipment and services detailed below or comparable equipment and services which meet the identified specifications.

### General Specifications - Wire Electrical Discharge Machining (EDM) System

- Axis travels 23.6" X, 15.75" Y, 10.63" Z, 3.15" U&V
- Rigid Linear Motors X, Y, U & V
- Glass scale feedback on X, Y, U & V axes of .000004" resolution
- Meehinite castings
- Thermally stable work zone
- Annealing Auto-wire threader
- Dielectric Chiller
- Wire diameter range .004" to .012"
- Servo motor-controlled wire tension
- Electrolysis free discharge circuit
- On-board programming via DXF import
- USB port
- Warranty on parts and labor
- On-site training, specify number of days
- Freight/Delivery/Handling/Rigging included
- Sales tax included in pricing



#### **4.1 TRAINING & WARRANTY SERVICES**

CONTRACTOR shall include its proposed training program and costs. CONTRACTOR shall include its warranty policy for each of the proposed equipment and/or accessory items.

#### **4.2 PROPOSED COST MATRIX & REFERENCES FORM INSTRUCTIONS**

CONTRACTOR shall legibly complete all fields in its proposed cost matrix and also complete the references form below.

Proposed costs for each group shall include any shipping charges, warranty and maintenance services described, and applicable sales tax, calculated at 8% of the taxable value. Delivery shall be made to: 1010 Grant Avenue, Colton CA 92324. Actual date of delivery shall be agreed to by SBCCD and CONTRACTOR upon award of this bid.

CONTRACTOR shall provide three references of recent customers on the appropriate form below. References shall include the customer name, address, contact name, contact phone number, and contact email.

**END OF BID DOCUMENT**



## Appendix A

### REFERENCE FORM

1.  
Customer Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name, Phone Number, Email \_\_\_\_\_

\_\_\_\_\_

2.  
Customer Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name, Phone Number, Email \_\_\_\_\_

\_\_\_\_\_

3.  
Customer Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name, Phone Number, Email \_\_\_\_\_

\_\_\_\_\_



**Appendix B**

**Non-Collusion Declaration**

**STATE OF CALIFORNIA**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (CONTRACTOR Name)  
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 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 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 the 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, State)

Signed: \_\_\_\_\_



**Appendix C**

**Contractor Profile Form & Designation of Names**

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

DUE NO LATER THAN 3:00 P.M. PST on 5/8/2020

In response to SBCCD's Request for Proposals for a Wire Electrical Discharge Machining (EDM) System, the undersigned submits this firm offer to:

SBCCD  
RFP 2020-04, Wire Electrical Discharge Machining (EDM) System  
Attn: Steven Sutorus, Business Manager  
550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408  
ssutorus@sbccd.edu

**Section 1: Designation of Names**

Person Responsible for Bid: \_\_\_\_\_

Street Address: \_\_\_\_\_

SBCCD, State & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Business Type: \_\_\_\_\_ TIN: \_\_\_\_\_  
*(Corporation, Sole Proprietorship, etc.) (EIN or SSN)*

**Section 2: Bid**

CONTRACTOR must enter a fixed price for each Unit Price item on its proposed cost matrix. Bidder's unit prices shall include all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses to produce and deliver as required. Prices must be net including discounts.

I, \_\_\_\_\_, the undersigned, the \_\_\_\_\_ of  
*(Type/Print Name) (Title)*

\_\_\_\_\_, hereby declare that I am duly authorized to execute this Bid  
*(Name of Company)*

Form; that I have carefully examined the requirements of this Bid; acknowledge receipt and incorporation of the following Addenda, \_\_\_\_\_; that this Bid Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this Bid Form (Cost Matrix); and that, under penalty of perjury under the laws of the State of California, to the best of my knowledge and belief, the information contained in this Bid Form (Cost Matrix) is true and correct.

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



**Appendix D**

**FINANCIAL STATEMENTS *(To be supplied by CONTRACTOR)***





## Appendix E

### EQUIPMENT & SERVICES AGREEMENT (Sample)

550 East Hospitality Lane, Suite 200  
SAN BERNARDINO, CALIFORNIA, 92408

This AGREEMENT is made and entered into by and between the San Bernardino Community College District hereinafter referred to as "DISTRICT", and *(insert name of CONTRACTOR here)*, hereinafter referred to as "CONTRACTOR". The DISTRICT and the CONTRACTOR are sometimes hereinafter referred to as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

#### RECITALS

**WHEREAS**, the DISTRICT requires the purchase of equipment and service agreement on said equipment for five years; and

**WHEREAS**, CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder; and

**WHEREAS**, CONTRACTOR, in providing equipment and services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws; and

**WHEREAS**, the authority for entering into this AGREEMENT is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

**NOW THEREFORE**, the PARTIES to this AGREEMENT do hereby mutually agree as follows:

#### AGREEMENT

##### 1. DESCRIPTION OF SERVICES

The CONTRACTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in this AGREEMENT and the CONTRACTOR'S proposal which is attached hereto and incorporated herein as **Attachment "A"** that will included the list of equipment and service agreement for said equipment ("PROPOSAL"). In the event of a discrepancy, inconsistency, or other difference between the terms of the PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall be controlling and shall govern, and the incorporation of the PROPOSAL into this AGREEMENT shall be subject to the applicable exclusions: *(insert specific exclusions here, if applicable)*



**2. TERM**

CONTRACTOR will commence work under this AGREEMENT on \_\_\_\_\_ and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than \_\_\_\_\_. CONTRACTOR shall not commence work until the Board has approved this AGREEMENT. In accordance with Education Code section 81644 the total term of this AGREEMENT shall not exceed five (5) years from the date first written above.

**3. COMPENSATION**

In consideration for the equipment and services provided by CONTRACTOR, DISTRICT shall pay the CONTRACTOR within 60 days after receipt of approved invoice by accounts payable in accordance with the following:

- a. The contract amount shall not exceed the original purchase order amount for each project. No purchase order change notice can be made or incorporated in to this AGREEMENT to increase the cost without writing approval by the Business Manager.
- b. Payments(s) to be paid on a net 60 after Accounts Payable receives approved invoice(s).
- c. CONTRACTOR shall invoice and the end of each project or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONTRACTOR begins work. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT. CONTRACTOR shall invoice DISTRICT for all payments directed to San Bernardino Community College District, 550 East Hospitality Lane, Suite 200, San Bernardino, California, 92408, Attention: Accounts Payable. Invoices shall be submitted to the following email only: sbccdapd@sbccd.edu. CONTRACTOR must have on file with Purchasing a W-9 with includes CONTRACTOR'S tax identification number.

**4. TERMINATION**

- a. This AGREEMENT may be terminated by either PARTY upon seven (7) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONTRACTOR. In the event termination is for a substantial failure of performance by CONTRACTOR, all damages and costs associated with the termination, including increased CONTRACTOR and replacement CONTRACTOR costs shall be deducted from payments owed to the CONTRACTOR.
- b. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience or without cause in accordance with Section 4.c below, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.



- c. This AGREEMENT may be terminated for convenience or without cause by DISTRICT upon seven (7) days written notice to the CONTRACTOR. In the event of a termination for convenience or without cause, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services.
- d. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONTRACTOR'S sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after all required services have been rendered and completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONTRACTOR the undisputed amounts due under this AGREEMENT.
- e. The PARTIES understand and agree that Section 4 of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.

**5. RELATIONSHIP OF PARTIES**

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR'S employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.

**6. INSURANCE PROVISIONS**

CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT and with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:



- a. The CONTRACTOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000)
- b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  1. Owned, non-owned and hired vehicles;
  2. Blanket contractual;
  3. Broad form property damage;
  4. Products/completed operations; and
  5. Personal injury.
- c. Verification of Coverage: CONTRACTOR shall furnish the DISTRICT with original certificates and endorsements effecting coverage required by the clause. The Endorsement should be on forms that conform to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage require by these specifications at any time.

## 7. HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR'S employees or CONTRACTOR'S subcontractor's employees arising out of CONTRACTOR'S work under this AGREEMENT; and
- b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the services provided pursuant to this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT;
- c. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Sections 9.a or 9.b above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.



- d. The PARTIES understand and agree that Section 7 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the CONTRACTOR'S liability to the DISTRICT in an Attachment shall be void and unenforceable between the PARTIES.

**8. REPORTS AND/OR OTHER DOCUMENTS**

Any reports, studies, plans and/or other documents that are prepared, reproduced, maintained and/or managed by the CONTRACTOR or CONTRACTOR'S CONTRACTORS in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. Upon CONTRACTOR'S receipt of the DISTRICT'S written request, CONTRACTOR shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with the requirements in this Section shall be deemed a material breach of this AGREEMENT by the CONTRACTOR.

**9. AMENDMENTS**

This AGREEMENT may be amended or modified only by written agreement signed by both PARTIES. Failure on the part of either PARTY to enforce any provision of this AGREEMENT shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this AGREEMENT.

**10. ATTORNEY'S FEES**

If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

**11. ENTIRE AGREEMENT**

The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by the PARTIES.

**12. INDEPENDENT CONTRACTOR**

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR'S employees or agents as they relate to the services to be provided under this



AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.

**13. LAW TO GOVERN: VENUE**

The law of the State of California shall govern this AGREEMENT. In the event of litigation between the PARTIES, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

**14. NOTICES**

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

ATTN: Business Services  
San Bernardino Community College District  
550 East Hospitality Lane, Suite 200  
San Bernardino CA 92408

IF TO CONTRACTOR

**15. VALIDITY**

If any terms, condition, provision, or covenant of this AGREEMENT shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this AGREEMENT shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

**16. ATTACHMENTS INCORPORATED**

Attachments attached hereto are incorporated into this AGREEMENT by reference.

**17. ASSIGNMENT**

This AGREEMENT is neither assignable nor transferable by either PARTY or by operation of law without the consent in writing of the other PARTY. Consent by either PARTY to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.



Wire Electrical Discharge Machining (EDM) System - RFP 2020-04

**IN WITNESS WHEREOF**, the PARTIES hereto, through their duly authorized representatives, have executed this AGREEMENT.

\_\_\_\_\_  
DISTRICT SIGNATURE  
Steven J. Sutorus

Date\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR SIGNATURE

Date\_\_\_\_\_

\_\_\_\_\_  
Name: Print or Type





## Appendix F

### LOCAL VENDOR DESIGNATION

#### ***SBCDD AP 6330 Section 3:***

The Purchasing Department will accept recommendations from the requesting department for potential vendors, but will endeavor, where possible, to encourage the use of local and small business enterprises in its procurement activities. On all procurement activities that must be competitively bid, or for which the District must receive quotes, such will be evaluated with a ten (10%) percent preference for local vendors. The vendor must claim local vendor preference to be considered. Please note the following exceptions:

- Those contracts which State Law or, other law or regulation precludes this local preference.
- Purchases made through cooperative purchasing and leveraged procurement agreements and piggy-back purchases.
- Public Works construction projects.

A "local" vendor will be approved as such when, 1) it conducts business in a physical location within the County of San Bernardino; and 2) it holds a valid business license issued by an agency within the County of San Bernardino; and 3) business has been conducted in such a manner for not less than six months prior to being able to receive the preference. Proof of eligibility will be provided to the District as part of the vendor application process.

Subject to the Local Vendor Preference, final vendor designation will be made by the Purchasing Department.

Is your company requesting to be designated as a local vendor? Yes\_\_\_\_ No\_\_\_\_

If yes, does your company conduct business in a physical location within the County of San Bernardino? Yes\_\_\_\_ No\_\_\_\_

If yes, does your company hold a valid business license issued by an agency within the County of San Bernardino? Yes\_\_\_\_ No\_\_\_\_

If yes, please include a copy of your current business license as an attachment to this application.

If yes, has your company been conducting business in San Bernardino County for at least six months? Yes\_\_\_\_ No\_\_\_\_