



REQUEST FOR PROPOSALS

CONVEYANCES REPAIR AND MAINTENANCE SBVC AND CHC RFP # 2017-08

RFP RELEASED: 5/18/2017

TECHNICAL QUESTIONS DUE: 12:00 p.m. on 6/8/2017

PROPOSALS DUE: No later than 3:00 p.m. on 6/21/2017

SUBMIT PROPOSALS TO:

San Bernardino Community College District
ATTN: Steven Sutorus, Business Manager
114 South Del Rosa Drive, San Bernardino, CA 92408
Phone: 909.382.4031 • Fax: 909.382.0174
Email: ssutorus@sbccd.cc.ca.us

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INSTRUCTION TO VENDORS

This section will provide necessary information for vendors to qualify as legally “responsive” to this Request for Proposal (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 INVITING 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 Proposal for a qualified contractor to provide complete maintenance and repair of vertical conveyance systems at Crafton Hills College (CHC) and San Bernardino Valley College (SBVC), as summarized in the scope of work herein. SBCCD hereby invites you (VENDOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:00 p.m. (PDT), 6/21/2017, directed to Steven Sutorus, Business Manager, at 114 S. Del Rosa Dr., San Bernardino, CA 92408 as per the specifications on file with Purchasing Office.

MANDATORY PRE-BID CONFERENCE: A mandatory Pre-Bid conference and job walk will be held on Wednesday, May 31, 2017 beginning at 9:00 am at Crafton Hills College, Building 1 M&O, Room 111 and on Thursday, June 1, 2017 beginning at 9:00 am at San Bernardino Valley College, Maintenance Building. Attendance is mandatory at both colleges. Bids will be disqualified for Bidders that do not attend both meetings and job walks.

Address - Crafton Hills College: 11711 Sand Canyon Road, Yucaipa, CA 92399

Address - San Bernardino Valley College: 701 S. Mt. Vernon Ave., San Bernardino, CA 92410

LICENSE REQUIRED: C11 and certifications required by the State of California to perform maintenance and repair of vertical conveyance systems (elevators and wheelchair lifts).

1.2 PURPOSE

San Bernardino Community College District (SBCCD) is seeking proposals from qualified contractors who can provide complete maintenance and repair of vertical conveyance systems at CHC and SBVC, as summarized in the scope of work 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. VENDOR may not withdraw its proposal for a period of **one hundred eighty (180) days** after the opening thereof.

1.4 SUBCONTRACTORS

If a subcontractor will be used by VENDOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors 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 VENDOR 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 personal injury and property damage in the amount of \$1,000,000;
- 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 VENDOR'S interest or sufficiently cover VENDOR'S liability. Failure by VENDOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.
- D. Prior to commencing work, VENDOR 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 faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: San Bernardino Community College District, Attn: Steven Sutorus, Business Manager, 114 South Del Rosa Drive, San Bernardino CA 92408.
- E. No payments will be made to VENDOR 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 VENDOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

Vendors 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 VENDOR of such a claim but will not defend the VENDOR'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/dprevwagedetermination.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>

1.6 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 VENDOR of any public request for disclosure of such documents.

1.7 PROPOSAL FORMAT

VENDOR shall use the forms and formats used in the appendices and described herein. The use of other forms may 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 VENDOR'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.

Section 1.0 EXECUTIVE SUMMARY

Vendors are asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

Section 2.0 VENDOR PROFILE

Vendors may describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

Section 3.0 LEGAL SPECIFICATIONS

Vendors may wish to clarify their responses on the legal specifications and their policies with respect to contract negotiations. A blanket rejection of all SBCCD Professional Services Agreement terms in lieu of VENDOR standard contract terms will deem VENDOR as non-responsive and may remove them from consideration.

Section 4.0 PROJECT SPECIFICATIONS

VENDOR shall outline and describe their solution and services proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the VENDOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

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 - Non-Collusion Affidavit

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

Appendix B - Vendor Profile Form & Designation of Names

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

Appendix C - 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 VENDOR response.

Appendix D – Local Vendor Designation

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

1.8 PROPOSAL SUBMISSION

Three (3) copies of the proposal and (1) one USB flash drive of 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.

Proposals must be received in **sealed envelopes or containers** clearly showing the VENDOR name, address and **San Bernardino Community College District, Conveyances Repair & Maintenance - RFP 2017-08**. No proposals may be withdrawn after submission.

1.9 VENDOR CONDUCT

During the RFP Window (from release of this RFP to Final award), VENDOR 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, Business Manager no later than 12:00 p.m. on 6/8/2017. The Evaluation Committee 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 C and Section 3.0 related thereto. No terms or conditions can be added or changed by vendors 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. Vendors 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 assess the proposals received in response to this RFP. The successful proposal will be the proposal submitted in response to this RFP by the submittal deadline that is the most advantageous. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the proposer in its proposal.

Completeness of Proposal: Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

- a. Compliance with required forms, certificates, and format
- b. Completion of the RFP response forms
- c. Acceptance of SBCCD's Professional Services Agreement, or alternatives proposed
- d. Sufficient references for which similar types of services had been provided
- e. Value and quality of services to be rendered

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 VENDOR shall be solely responsible for, any costs incurred by the VENDOR in responding to this RFP, whether or not it is the successful VENDOR, 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 VENDOR 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 VENDOR(s) and SBCCD.

1.15 AWARD

As explained above, any award is subject to successful contract negotiations between

SBCCD and the selected VENDOR. Selection as the Preferred Vendor is not an award and the process will be concluded with the execution of the final agreement(s) with the VENDOR concerned pursuant to Governing Board authorization.

The final Agreement(s) shall be signed by the successful VENDOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to VENDOR. 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 VENDOR shall be just cause for the cancellation of the award. Award may then be made to an alternative VENDOR (selected by the Committee), or the proposal may be re-advertised as SBCCD may decide.

1.16 INDEMNIFICATION

VENDOR 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 VENDOR or VENDOR's subcontractor, 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 VENDOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) VENDOR 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 VENDOR 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 VENDOR shall furnish immediately to SBCCD copies of all pertinent papers received by the VENDOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the VENDOR 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

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

precedence:

- A. The final agreement between SBCCD and the VENDOR(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 VENDOR 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 VENDOR written notice thereof. Upon termination, SBCCD shall pay the VENDOR 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:

Event	Tentative Date
RFP Release – Response Window Opens	5/18/17
Mandatory Site Review	5/31/17 & 6/1/17
Technical Questions Due	6/8/17
Proposals Due – Response Window Closes - 3:00p	6/21/17
Preferred Vendor selected, contract negotiated and awarded	6/29/17
Contract subject to Governing Board approval	7/13/17

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 850 full-time permanent faculty and staff and approximately 700 part-time faculty, and have approximately 18,000 students enrolled in one or more courses during the 2016 Spring Semester.

3.0 LEGAL SPECIFICATIONS

SBCCD's Legal Specifications are contained in a sample contract template in Appendix C. 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

VENDOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing VENDOR 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 VENDOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

4.0 PROJECT SPECIFICATIONS

This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful proposal. Services proposed in addition to the Scope of Project should be separately identified and quoted, and SBCCD shall consider these additional services optional.

4.1 GENERAL REQUIREMENTS

Contractor shall perform all testing to the entire equipment inventory listed herein as required by the State of California and any agencies having jurisdiction, and as required by ASME A17.1 Code or other applicable regulation established at the date of this bid opening.

The CONTRACTOR is required to maintain all equipment included in the equipment inventory, excepting equipment designated for testing services only (indicated below), in good and safe operating condition. All crews dispatched to locations under this contract must contain, at minimum, one journeyman mechanic who possesses a current CCCM license with the State of California, and who is qualified and experienced with the elevators and control systems to be serviced.

The CONTRACTOR must maintain an adequate inventory of replacement parts and materials at an office location within 50 miles of the colleges. CONTRACTOR must possess and maintain current licenses with all regulatory agencies to perform this service in the State of California. The CONTRACTOR will provide maintenance procedures for each unit at a minimum frequency of quarterly. The CONTRACTOR shall provide fire testing and elevator inspections at a frequency of monthly.

Monthly and quarterly services shall be scheduled in advance on a regular reoccurring schedule within one specified week per month, per each year of the contract. The specified week will be agreed by each site representative and the Contractor.

Monthly services must be completed within the calendar month and may not exceed 31 days or be less than 21 days for regular services. All scheduled site visits for services require a 24 hour notice to the site representative prior to arriving on site. The CONTRACTOR shall provide all repairs, testing, and any other work required by applicable laws, etc. The cost for parts, labor, and all other items will be included in the monthly maintenance and repair fee. The CONTRACTOR shall provide emergency and routine call back repair service under the provisions of this contract.

4.2 SCOPE OF WORK

Testing

The contractor is responsible for ALL testing that is required for complete compliance within the duration of this contract (up to 5 years). All testing shall be coordinated with the campus and conducted within all applicable requirements. Annual fire testing shall be coordinated by the campus in conjunction with the campus fire alarm services vendor. Any costs that are incurred

by the campus due to the failure of the Contractor to participate in the scheduled and agreed upon testing date shall be the responsibility of the Contractor.

Maintenance and Repair

Complete Maintenance: Services shall include but not be limited to inspections, clean, lubricate, adjust the elevator equipment, maintain/record all services within the conveyance log book, and provide call back repair service per the requirements of this Contract, and as conditions warrant, repair or replace all portions of the elevator equipment included under this Contract per the manufacturer's standards. In performing the indicated work, provide parts used by the manufacturers of the equipment for replacement or repair, and use lubricants obtained from or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the SBCCD.

Exclusions

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
- B. Repair or replacement of building items, such as hoist way or machine room walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors and communication equipment not installed by an elevator contractor, cleaning of car interiors and exposed portions of sills.
- C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for normal car and machine room illumination.
- E. Underground hydraulic piping and cylinders.

4.3 EQUIPMENT INVENTORY

The following table represents the total inventory of vertical conveyance systems at Crafton Hills College and San Bernardino Valley College.

CHC

Elevator Conveyance	Location	Manufacturer & Year	Stops	TYPE	Monthly Service Cost
000000	Building 10 CNTL 1	ThyssenKrupp 2017	2	Hydro	\$
000000	Building 4 CTB	ThyssenKrupp 2017	3	Hydro	\$
064020	Building 9 PAC West	OT & WLM 1982	3	Hydro	\$
064021	Building 9PAC East	OT & WLM 1982	3	Hydro	\$
066930	Building 11 CNTL 2	KONE 2006	3	Hydro	\$
103149	Building 17 Gym	DOVER 1991	2	Hydro	\$
128660	Building 7 SSB	OTIS 2000	2	Hydro	\$
157376	Building 8 LRC	KONE 2009	2	Traction	\$

	1 (main)				
157377	Building 8 LRC 2 (library)	KONE 2009	3	Traction	\$
157378	Building 8 LRC 3 (tower)	KONE 2011	2	Traction	\$
157079	Building 19 KHA	KONE 2009	2	Traction	\$
164423	Building 16 PSAH	KONE 2015	2	Traction	\$
164503	Building 12 CYN 2	KONE 2015	2	Traction	\$
164517	Building 12 CYN 1	KONE 2015	2	Traction	\$
164421	Building 6 CCR	KONE 2015	2	Traction	\$
Crafton Hills College Subtotal (Box A):					\$

SBVC

Elevator Conveyance	Location	Manufacturer			Monthly Service Cost
138924	AD/SS	KONE 2004	2	Hydro	\$
139544	Business	KONE 2005	2	Hydro	\$
139769	Campus Center	KONE 2005	2	Hydro	\$
138683	HLS	KONE 2004	2	Hydro	\$
131838	Library	KONE 2003	2	Hydro	\$
051302	Liberal Arts	MCE	2	Hydro	\$
157084	North Hall	THYSSEN 2009	3	Hydro	\$
157085	North Hall	THYSSEN 2009	3	Hydro	\$
157347	North Hall	Porch-Lift	N/A	Wheelchair	\$
157488	Physical Science	Otis 2010	3	Traction	\$
157489	Physical Science	Otis 2010	3	Traction	\$
160500	Auditorium	Haramar 2014	N/A	Wheelchair	\$
164057	Auditorium	KONE 2014	3	Hydro	\$
164572	Gym	KONE 2016	2	Traction	\$
164573	Gym	KONE 2016	3	Traction	\$

164574	Gym	KONE 2016	2	Traction	\$
000000	Press Box Bldg	KONE - <i>new</i>	2	Passenger	\$

San Bernardino Valley Community College Subtotal (Box B)

		\$
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4.4 PERFORMANCE REQUIREMENTS

Annual Inspection Report

CONTRACTOR must conduct an annual safety inspection of all equipment covered under this agreement. Cost for this inspection must be included in the monthly maintenance rate quoted. After each annual inspection, the CONTRACTOR will provide a written Elevator Inspection Report for each unit. The report must contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance. The Elevator Inspection Report must be provided to the respective college representative within 10 working days of the inspection. Failure to adhere to these requirements may result in termination of the agreement.

State Inspection

If attendance is required at any inspections required by the State of California, the CONTRACTOR technician must be present at these inspections. All costs for these services must be included in the monthly maintenance fee. The CONTRACTOR must maintain a history of inspections performed by the State for all equipment on this contract.

CONTRACTOR will make all repairs indicated in State inspection reports within thirty (30) days of notice by SBCCD, unless said repairs are excluded in this agreement. These repairs will be performed at no additional charge to the SBCCD. Each State inspection fee will be at SBCCD'S expense. Unless fees, assessments, or fines for re-inspection due to failure to eliminate deficiencies covered by this Contract will be at the Contractor's expense.

Preliminary Orders

When preliminary orders to correct elevator deficiencies are issued by the State of California, Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway Unit (DIR), Contractor shall promptly initiate corrective action to address the noted deficiencies. All deficiencies shall be corrected within 30 days of receipt of the Preliminary Work Order by the contractor and prior to the compliance date noted in the preliminary order unless the noted repairs or corrections cannot be corrected within the specified date.

Upon completion of all required corrective actions noted in a DIR preliminary order, Contractor shall send notification of said completion to both the DIR and SBCCD. Any fines, late fees, re inspection costs, or additional charges that are incurred by SBCCD or its institutions by the failure of the contractor to execute the required items listed in the Preliminary Work Order, are the responsibility of the Contractor.

Maintenance Schedule and Work Log

The Contractor shall post a preventive maintenance schedule and a work log in each machine room. The log shall include all entries for and services such as routine maintenance and repairs, including supervisor's surveys. Entries shall include the date work is performed, mechanic's and

supervisor's name, a brief description of work completed and the approximate time required for the work. The Contractor is responsible for the maintenance of the log and maintenance schedule in each machine room, as appropriate, for inspection by SBCCD at any time. SBCCD may copy the log and maintenance schedule at any time. The conveyance Maintenance and Service log shall be the Contractors proof of service. Failure to enter services into the conveyance log by the contractor may result in withholding of payment for services.

Notification to SBCCD and Service Records

A standard schedule for all regular services shall be coordinated and established with the campus representatives annually, and at least 30 days prior to the start of the annual services. The contractor shall make every effort to adhere to the scheduled dates of service. The contractor shall contact the campus and receive confirmation of the requested service call at least 24 hours prior to arriving on site to perform any scheduled services.

The CONTRACTOR must first check in with the college representative when coming on-site to work, and check out upon leaving the campus. The CONTRACTOR must keep all work schedules on display in the respective elevator equipment rooms. Technicians must complete the schedule when he/she works on equipment. The schedules will be maintained throughout the year and used as a guide and checklist.

When work is done on a unit, the CONTRACTOR will provide SBCCD with an itemized report of all work performed within 7 calendar days of the work performed. Each report must contain an itemized list of work performed and recommendations. This report may be submitted electronically.

Any condition found affecting the immediate safety of the passengers or elevator equipment must be immediately reported to the college representative. No equipment will be shut down, rendered inoperable, etc. without the notification to the college representative. The CONTRACTOR must maintain an as-built record of all system modifications. This record will be delivered to SBCCD at the end of the agreement. Final payment will be withheld until these records are received and verified by SBCCD. All records must be provided upon request of SBCCD.

Satisfactory Employees to SBCCD

Contractor shall perform all work by and under the supervision of skilled, experienced, elevator service and repair personnel directly employed and supervised by Contractor. Any and all employees performing work under this Contract shall be first deemed satisfactory to SBCCD, and must remain satisfactory and in good standing. If any employee is determined not satisfactory by SBCCD, the contractor will remove and replace this person with another qualified mechanic determined to be satisfactory by SBCCD. All crews dispatched to locations under this contract must contain, at minimum, one journeyman mechanic who possesses a current CCCM license with the State of California, and who is qualified and experienced with the elevators and control systems to be serviced.

Routine Repair Response

The CONTRACTOR is responsible for making all repairs necessary due to normal wear and tear. The cost for these repairs is to be included in the monthly fee. All repairs are to be done during normal business hours. All repairs will be done according to a schedule that is mutually agreeable to the SBCCD and the CONTRACTOR. Normal response time to trouble calls during regular working days and hours shall be a maximum of 2 hours. Response time to trouble calls during overtime working hours shall be a maximum of 3 hours.

Emergency Response

Emergencies are defined as entrapment. A technician must be at the campus site within one hour of contact from the SBCCD campus where emergency service is required. When a passenger is trapped in an elevator, a quicker response time is preferred. This service is required 24 hours a day, seven days a week, weekends and holidays included. The emergency telephone in each elevator will be answered by SBCCD. The answering service will verify the nature of the emergency and call the CONTRACTOR if appropriate.

Response Time

Contractor shall respond to all calls made by SBCCD within the times noted above or SBCCD may exercise the right to call another elevator repair company to respond. The expense of this service and work provided by the 3rd party elevator company shall then be charged to and paid by the Contractor. Continued failure to respond to calls or failure to provide competent responsive service may cause termination of the Contract.

Equipment Performance

Maintain at all times the standard of efficiency, safety, capacity, and speeds of elevators as designed and installed by the manufacturer, including acceleration and retardation, speed in feet per minute, with or without full load, floor-to-floor time and door openings and closing time. The leveling of all elevators shall adhere to the standards identified by the ANSI Code.

Elevators starting, acceleration, stopping and leveling will be smooth and free from jars or bumps. Full speed riding will be without swaying or vibration. CONTRACTOR to maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

4.5 SPECIAL REQUIREMENTS

Invoicing

CONTRACTOR shall invoice SBCCD and the site Director of Facilities for each site via email for all payments on a quarterly basis. Separate invoicing shall be submitted for each campus, and shall be submitted to SBCCD Fiscal Services, Accounts Payable and the appropriate site Director of Facilities via e mail. Quarterly invoices shall be submitted to SBCCD and each site Director of Facilities for quarterly payments on July 1, October 1, January 1, and April 1 for the respective year of the contract.

Normal Working Days and Hours

Normal work days are Monday through Friday except national holidays.

Normal work hours are 8:00 am to 4:30 pm.

Overtime

Unless specifically requested by SBCCD, all work is to be performed on normal workdays and during normal working hours as indicated in this contract. If callback services or repairs are required outside normal working hours by SBCCD, the contractor shall absorb the regular time portion of each overtime hour worked. SBCCD shall be charged only for the difference between the regular time hourly billing rate, and the overtime billing rate, for each overtime hour worked.

Labor Tickets

SBCCD reserves the right to request and receive copies of all work tickets relative to routine

maintenance hours, repair hours, callback hours and any and all labor performed on work over and beyond the coverage of these Specifications.

Parts and Supplies

The CONTRACTOR must maintain a parts and supply inventory sufficient for quick repair of routine items. All parts will be original manufacturer or equal.

The Contractor is required to;

Maintain a supply of contacts, coils, leads, generator brushes, proper lubricants, wiping materials, and other minor parts in each elevator machine room necessary for the performance of routine maintenance and restoration of service following a minor shutdown.

Maintain or have immediate access to a supply of major spare lending parts (non-proprietary) available (i.e., motors, generators, armatures, etc.) for temporary use in an emergency. Major lending parts shall be at a location from which the Contractor can secure them as quickly as possible but not to exceed overnight shipping. SBCCD may request, prior to approval and during the terms of this Contract, a spot check on the inventory. The extent of the check will be at the discretion of SBCCD.

SBCCD Inspections

The SBCCD reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's sole expense. If Contractor fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, SBCCD may, after 30 days' written notice to Contractor, perform or cause to be performed all or any part of the work required. Contractor agrees that it will reimburse SBCCD for any expense incurred, and SBCCD, at its election, may deduct the amount from any sum owing or to become owing to Contractor. The waiver by SBCCD of a breach of any provision of this Contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. Contractor shall comply with all laws, codes, rules and regulations set forth by all authorities having jurisdiction in the location where the work is performed

4.6 SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental information modifies changes, deletes from or adds to the General Conditions of the Contract and supply in greater detail other clarifications and requirements of the contract documents for Construction. Where any article/paragraph of the General Conditions or other requirements is modified or any article, paragraph, subparagraph, or clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

License

CONTRACTOR shall maintain current licenses with all regulatory agencies to perform elevator maintenance and repair work in the state of California and County of San Bernardino. A lapse of current license is grounds for termination.

Price Adjustment Lock

There will be no price adjustment for labor or commodity increases or fluctuations during the term of this contract.

Credits/Liquidated Damages

Any shutdown of any elevator, for a reason that is not excluded by this contract, that exceeds five (5) calendar days shall entitle SBCCD to \$200 credit (Liquidated Damage) for each day thereafter until the respective elevator is back in service. SBCCD shall adjust the appropriate invoice for this credit. For documentation, Contractor shall provide written notification to SBCCD when the elevator is returned to service.

Obsolescence

CONTRACTOR will not be responsible for obsolete parts. "Obsolete" is defined as components or parts that are no longer commercially available by OEM, or a third party manufacturer.

Test Equipment for Otis Gen II

SBCCD shall own and provide use of test equipment for Otis Gen II elevators prior to state required testing if CONTRACTOR does not have access to said equipment.

Handicap Accessibility

CONTRACTOR hereby warrants that any hardware or software products or services to be provided under this CONTRACT comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. CONTRACTOR agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. CONTRACTOR further agrees to indemnify and hold harmless SBCCD using the CONTRACTOR'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 for termination of this CONTRACT.

Licenses and Permits

CONTRACTOR and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of materials, or services herein listed. All operations and materials shall be in accordance with the law.

Anti-Discrimination

CONTRACTOR agrees to adhere to all applicable laws that prohibit discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

Prevailing Wage

CONTRACTOR agrees to adhere to all applicable laws regarding prevailing wage as established by the Department of Industrial Relations of the State of California for any and all services rendered under this CONTRACT.

4.7 PRICING

For Proposal to be considered Responsive to this RFP, Vendor shall provide a response to the following.

Pricing Matrix Form

Crafton Hills College

Elevator Conveyance	Location	Manufacturer	Amount
000000	Building 10 CNTL 1	ThyssenKrupp	\$
000000	Building 4 CTB	ThyssenKrupp	\$
064020	Building 9 PAC West	OT & WLM	\$
064021	Building 9PAC East	OT & WLM	\$
066930	Building 11 CHS	KONE	\$
103149	Building 17Gym	DOVER	\$
128660	Building 7SSB	OTIS	\$
157376	Building 8 LRC 1 (main)	KONE	\$
157377	Building 8 LRC 2 (library)	KONE	\$
157378	Building 8 LRC 3 (tower)	KONE	\$
157079	Building 19 KHA	KONE	\$
164423	Building 16 PSAH	KONE	\$
164503	Building 12 CYN 2	KONE	\$
164517	Building 12 CYN 1	KONE	\$
164421	Building 6 CCR	KONE	\$
Crafton Hills College Subtotal (Box A):			\$

San Bernardino Valley College

Elevator Conveyance	Location	Manufacturer	Amount
138924	AD/SS	KONE	\$
139544	Business	KONE	\$
139769	Campus Center	KONE	\$
138683	HLS	KONE	\$

131838	Library	KONE	\$
051302	Liberal Arts	MCE	\$
157084	North Hall 1	THYSSEN	\$
157085	North Hall 2	THYSSEN	\$
157347	North Hall WCL 1	WHEELCHAIR LIFT	\$
157488	Physical Science 1	OTIS	\$
157489	Physical Science 2	OTIS	\$
160500	Auditorium WCL ST	HARMAR	\$
164057	Auditorium	KONE	\$
164572	Gym Pass 1	KONE	\$
164573	Gym Pass 2	KONE	\$
164574	Gym Pass 4	KONE	\$
000000	Press Box - <i>new</i>	KONE	\$
San Bernardino Valley College Subtotal (Box B):			\$
Sum Box A and Box B and enter total here (Box C):			\$

Rate Schedule for labor paid by the hour to complete work approved by SBCCD beyond the maintenance contract:

Pay/Hour Position	Standard	Overtime (1.5)	Double-time (2.0)
Mechanic	\$	\$	\$
Helper	\$	\$	\$
Crew	\$		\$
Adjuster	\$	\$	\$

Enter the Mechanic's Overtime (1.5) Hourly Rate
here:

\$

Multiply by 35:

x 35

Enter product here (Box D):

\$

Mark-up on list price for parts provided beyond the maintenance contract:

CONTRACTOR agrees to provide the uniform mark-up percentage below on any and all parts required to complete work approved by SBCCD beyond the maintenance contract.

Enter the uniform mark-up percentage here: _____ %

Add the uniform mark-up percentage and 100%: + 100 %

Enter the percentage sum here: = %

Bid tabulation for determination of Price:

Enter value from Box C
here: \$

Enter value from Box D
here: \$

TOTAL BOXES C & D: \$

4.8 CERTIFICATION OF SITE AND VERTICLE CONVEYANCE SYSTEMS EXAMINATION

Each vendor shall be fully informed of the conditions relating to the Maintenance and Repair Service Work of all SBCCD vertical conveyance systems and the employment of labor and materials, parts, and components thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each vendor shall examine the site for the Work described herein to its satisfaction. Vendors shall attend a mandatory pre-bid inspection of each college site and conveyance system, conducted by the DISTRICT, as specified in the Instructions to Vendors. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the Bid.

This is to certify that I have examined the subject college sites and each vertical conveyance system, and there will be no additional payment for failure to examine the building, site, and systems thoroughly.

Date of Site Examination

Company

Printed Name of Company Representative

Signature of Representative

END OF BID DOCUMENT

Appendix A**Non-Collusion Declaration****STATE OF CALIFORNIA**

The undersigned declares:

I am the _____ of _____, the party
(Title) (CONTRACTOR Name)
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 B**Contractor Profile Form & Designation of Names**

CONTRACTOR Name: _____

DUE NO LATER THAN 3:00 P.M. PST on 6/21/2017

In response to SBCCD's Notice Inviting Proposals for Conveyances Repair & Maintenance, the undersigned submits this firm offer to:

SBCCD
RFP # 2017-08, Conveyances Repair & Maintenance
Attn: Steven Sutorus, Business Manager
114 S. Del Rosa Dr.
San Bernardino, CA 92408

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: Pricing**

CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the pricing page of the Pricing Form, if applicable. 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 any applicable 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; 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 is true and correct.

Section 3: License

The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's

License Number: _____

License expiration date: _____

Name on License: _____

Type of License: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

Signature: _____ Date: _____

Appendix C**SERVICES AGREEMENT
(Sample, if applicable)**

114 SOUTH DEL ROSA DRIVE
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 _____ 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 services not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, DISTRICT desires to obtain specialized services for the following: _____
_____ 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 the 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**

Per Scope of work Attachment

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 _____. 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 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:

1. CONTRACTOR shall be paid per rate schedule (see **Attachment "A"** for rates) Rates are subject to change increase once each Fiscal Year July to June. The Increase may not exceed more than 5% each year.
2. Payments(s) to be paid on a net 60 after Accounts Payable receives approved invoice(s).
3. CONTRACTOR shall invoice for services rendered after each service has been provided.
4. CONTRACTOR shall invoice DISTRICT for all payments directed to San Bernardino Community College District 114 South Del Rosa Drive, San Bernardino, California, 92408, Attention: Accounts Payable via sbccdapd@sbccd.org. Invoices shall be submitted via email. CONTRACTOR must have on file with Purchasing a W-9 which includes CONTRACTOR'S tax identification number.

4. TERMINATION

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.

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:

1. 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)
2. 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.
3. Verification of Coverage: CONTRACTOR shall furnish the DISTRICT with original certificates and endorsements effecting coverage required by the clause.

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:

1. 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
2. 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;
3. 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.

4. 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.
5. Any attempt to limit the CONTRACTOR'S liability to the DISTRICT in an Attachment shall be void and unenforceable between the PARTIES.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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
114 South Del Rosa Drive
San Bernardino CA 92408
909-382-4085

IF TO CONTRACTOR

ATTN: _____

14. 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.

15. ATTACHMENTS INCORPORATED

Attachments attached hereto are incorporated into this AGREEMENT by reference.

16. 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.



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

DISTRICT SIGNATURE
Steven J. Sutorus, Business Manager

Date_____

CONTRACTOR SIGNATURE

Date_____

Name: _____

Title: _____

APPENDIX D

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____