



Local Business Outreach Services, Measure CC Bond Program
RFP # 2020-01



REQUEST FOR PROPOSAL

Local Business Outreach Services, Measure CC Bond Program **RFP # 2020-01**

RFP RELEASED: 7/29/2019
REQUESTS FOR INFORMATION DUE: 4:00 p.m. on 8/5/2019
PROPOSALS DUE: No later than 2:00 p.m. on 8/13/2019

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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1.0 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 local business outreach services under Bond Measure CC 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 2:00 p.m., 8/13/2019, 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.

1.2 OVERVIEW

San Bernardino Community College District (SBCCD) seeks consulting services to plan, coordinate and implement the District’s policies and functions associated with Measure CC Bond Program for local business participation.

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, 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: Hussain Agah, Facilities Planning & Construction, 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/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

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



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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 VENDOR of any public request for disclosure of such documents.

1.7 PROPOSAL FORMAT

Vendor shall use the forms, format, and appendices described herein. It is the intent of this RFP to ascertain full disclosure of all costs related to the successful implementation of the services requested. If there are additional costs or requirements not covered in the RFP, it is the Vendor's responsibility to present that information during the RFP window (the time following RFP release and the date RFP responses are due). All proposals should be submitted in the following format to enable SBCCD to make a fair evaluation. Use of alternate forms, failure to disclose additional costs or information, and/or failure to follow this format may constitute disqualification.

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 OVERVIEW & APPROACH TO TASK COMPLETION

1. General Overview of The Company – Describe in narrative form the nature and history of the company, the philosophy and areas in which the Vendor excels, especially as it relates to this specific project. Include relationships with other vendors if proposing jointly.

2. Process – Define and outline the process that will be followed to complete the scope of services.

3. Current Work and References – List of colleges, universities, and private-sector entities where work was completed within the past five years, including scope of project. Include names, addresses, telephone numbers, and email addresses of at least three client references.

4. Statement of Qualifications/Team Description and Relevant Professional Experience – Provide names and educational/professional backgrounds for each team member, including sub-contractors, if applicable. Describe the experience of each team member relative to loss control and safety services provided, and the proposed role for each team member.

5. Other Information – Provide any other information that better describes the attributes of your firm.



Section 3.0 LEGAL SPECIFICATIONS

RFP Appendix C is an example of SBCCD's professional services agreement, including all of SBCCD's required legal clauses. Vendors may wish to identify any term or condition contained in the sample professional services agreement for which modification is requested. If modifications are proposed, exact language must be included.

Vendor may wish to clarify its response on the legal specifications and its 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 VENDOR FEE

1. The Vendor's fee or rate schedule must be included for all proposed services. Actual contract rates and project fees may be subject to negotiation prior to issuance of any agreement.

2. Inclusive – In regard to fees and rates proposed, Vendor shall include a statement that all labor, overhead, profit, travel, mileage, incidentals and all other direct and indirect costs and expenses are included in the proposed rates.

3. Equipment, equipment rentals, materials, tools and other fees as required will be billed separately during the contract period. Include proposed mark-up on these items, if applicable.

Section 5.0 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 - Professional 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.



Appendix E - Financial Statements

Please furnish current financial statements and information that accurately describes the financial stability of VENDOR.

1.8 PROPOSAL SUBMISSION

Submit 3 (three) copies of the completed RFP response in a sealed envelope, as well as one portable flash drive containing the proposal in a single electronic document formatted in PDF. 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.

Proposals must be received in **sealed envelopes or containers** clearly showing the VENDOR name, address and "Local Business Outreach Services, Measure CC Bond Program (RFP # 2020-01)" to the San Bernardino Community College District, Attn.: Steven Sutorus, located at 114 South Del Rosa Drive, San Bernardino, CA 92408 **no later than 2:00 p.m. on 8/13/19**. 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 US Mail, fax, or e-mail; e-mail is preferable. Technical questions must be submitted to Steven Sutorus (ssutorus@sbccd.edu), Business Manager no later than 4:00 p.m. on 8/5/2019. 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



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selection of the successful proposal will be based on the information provided by the proposer in its proposal. Analysis will include, but is not limited to the following criteria:

- 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. Specialized experience and technical competence of the firm considering the type of service required, record of performance, and experience of proposed personnel
- f. Specialized experience and technical competence of the proposed staff considering the type of work
- g. Knowledge and understanding of the local environment and local presence for interfacing with the District
- h. Value, price and quality of services to be rendered
- i. Stability of the firm

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

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



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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.



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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:

<u>Event</u>	<u>Tentative Date</u>
RFP Release – Response Window Opens	07/29/19
Technical Questions Due – 4:00pm	08/05/19
Proposals Due – 2:00 pm	08/13/19
Interviews of Selected Respondents, if required	08/21/19
Preferred Vendor selected, contract negotiated and awarded	08/23/19
Contract subject to Governing Board approval	09/12/19

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 21,700 students enrolled in one or more courses during the 2019 Spring Semester.

On November 6, 2018, voters residing within the San Bernardino Community College District passed Measure CC. Measure CC is a \$470 million bond measure that authorizes funding for needed repairs, upgrades, and new construction projects to college facilities located within the District. Proposition M was a similar bond measure approved by District voters in 2008.

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 QUALIFICATIONS & EXPERIENCE

The vendor attributes below have been established by SBCCD to be important to the success of this project:

- | | |
|----------------------|--|
| Location: | Based in Southern California, preferably Inland Empire |
| General Experience: | Experience with academic institutions, understanding of public construction projects |
| Relevant Experience: | Experience with California Community Colleges or other public agencies |
| Relevant Staffing: | Firm has adequate staffing to perform work on an as-needed and time-sensitive basis |

4.2 INFORMATION AND SERVICES

This RFP serves to solicit proposals from qualified professional firms and/or individuals that have demonstrated the ability to successfully provide local business outreach services to a community college district or comparable client.

4.2.1 OVERVIEW OF SERVICES

SBCCD's Executive Vice Chancellor, Director of Facilities Planning and Construction, and Bond Program Manager oversee the District-wide construction program. SBCCD is looking for one or more vendors to provide services in coordinating and implementing the District's policies and functions associated with the Measure CC Bond Program for local business participation.

4.2.2 SCOPE OF SERVICES

- Raise awareness about various opportunities the District has to offer local, minority, women, and veteran owned enterprise (Local/MBE/WBE/Veterans) programs through trade associations, community events, and written communications
- Coordinate small vendors events and be a resource to local community business that is part of the District geographical area
- Advise local businesses to ensure awareness and compliance with public contract process
- Organize and participate in outreach activities to promote long-term competitive capacity for local small contractor and subcontractors; local minority, women and veterans organizations; and other community organizations
- Participate in meetings with local and community organizations, state and federal representatives, regulatory officials, trade associations and engage in other necessary outreach
- Attend events and provide information to Local/MBE/WBE/Veterans, community groups, business and trade organizations, unions, education agencies, and public concerning the procurement policies and procedures applicable to Measure CC bond program



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- Coordinate programs, such as a Small Contractor Boot Camp, to improve the competitive capacity of small contractors through a hands-on and comprehensive training to compete for Measure CC bond program opportunities
- Coordinate and manage seminars at various regional location to provide contractor assistance in bonding and certification, how to bid on contracts, estimating and scheduling, access to capital, information about labor compliance and the Community Benefits Agreement if applicable for Measure CC
- Provide training to all firms performing work with the District and how to use PlanetBids or similar software platforms
- Develop and cultivate relationships with businesses and program management team to coordinate and leverage resources in support to the District Local/MBE/WBE/Veterans policy
- Assist local vendors/contractors on how to understand and secure surety bonding in order to bid on Measure CC bond program
- Performs detailed contract compliance procedures using applicable platforms to monitor prompt payment and the utilization of Local/MBE/WBE/Veterans is all construction contractor, design, construction management, and professional services contracts
- Conduct Local/MBE/WBE/Veterans program performance analysis and create utilization reports for the Board of Trustees, Chancellor, Executive staff, and for public distribution
- Create and maintain databases, which houses local contractor and trade businesses; work with local centers for military recruitment, assessment and veteran's employment; apprenticeship programs, and union/hiring halls to establish a solid outreach component, which ensures local hires are aware of opportunities
- Coordinate with the district program manager and other consultants, contractors, sub-contractors to ensure public work competencies of local contractor and trade businesses
- Perform outreach to "local" community groups and organizations to share information about the District projects and initiative programs that can benefit local contractors and local hires in the construction industry
- Create and maintain monthly reporting mechanisms in compliance with the District local policy and continuous assessment tool to evaluate implantation of these goals on bi-annual basis
- Provide other consultative services not previously mentioned on an as needed basis

4.3 WORK PLAN & TECHNICAL APPROACH

This section should establish that VENDOR understands SBCCD's objectives and requirements by demonstrating its ability to meet those requirements, describing company philosophies and common business practices, and outlining the plan for accomplishing the specified work.

4.4 FEE SCHEDULE

Using the scope of services listed above please quote a fee or rate schedule for completing all requirements outlined in the Scope of Services and Work Plan for a contract term not to exceed two (2) years with an option to renew for up to three more years on a year-to-year basis. The schedule must clearly indicate the level of personnel, assigned rate, and estimated hours to complete for each area of activity. Vendor's rate shall be inclusive of all labor, overhead, profit, travel, mileage, and incidentals.

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 2:00 P.M. PST on 8/13/2019

In response to SBCCD's Request for Proposals for Local Business Outreach Services, Measure CC Bond Program, the undersigned submits this firm offer to:

SBCCD
RFP # 2020-01, Local Business Outreach Services, Measure CC Bond Program
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: Bid

CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the pricing page of the Bid 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.

Signature: _____

Date: _____



APPENDIX C

PROFESSIONAL SERVICES AGREEMENT (Sample)

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the SBCCD hereinafter referred to as "DISTRICT", and _____ hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the DISTRICT needs professional services;
and;

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; 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

Services shall be rendered per RFP of this agreement.

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 the Agreement. This agreement may be renewed for two (2) additional one (1) year terms upon written notice by DISTRICT.

3. COMPENSATION

- a. Payment(s) shall be made in the following manner: in the amounts listed on ____.
- b. The contract amount shall not exceed the original purchase order amount. No change order can be made or incorporated in to this agreement to increase the not to exceed amount. Therefore, the "**Not to Exceed**" amount for this contract is set at _____.
- c. Billing :
CONTRACTOR shall invoice DISTRICT in triplicate upon completion of each phase of services rendered and provide original receipts of all reimbursable travel-related expenses, if applicable.



- d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

4. TERMINATION

This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

5. RELATIONSHIP OF PARTIES

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR'S STATUS

Contractor expressly represents and covenants that he/she is a business duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- I. A. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work performed by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR
- B. For any claims related to this project, the CONTRACTOR's Insurance coverage shall be primary insurance as respect the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.



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- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the DISTRICT.
- II. Professional liability, and/or Errors & Omissions coverages are written on a claims-made form:
 - A. The retroactive date must be shown, and must be before the date of the contract and/or the beginning of the contract work.
 - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contracted work.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - D. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
- III. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the DISTRICT. Exception may be made for Stat Compensations Insurance Fund when not specifically rated.
- IV. Verification of Coverage: Contractor shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by the clause. The Endorsement should be in a format that conforms 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 required by these specifications at any time.
- V. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or contractor may acquire from vendor by virtue of the payment or any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- VI. Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, agents and subcontractors.



8. CONTRACTOR shall maintain Insurance with limits of no less than as stated below:

General Liability shall have a limit no less than of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability shall have a limit no less than \$1,000,000 per accident for bodily injury and property damage. The DISTRICT shall be endorsed as additional insured on the policy

Workers' Compensation shall have a limit no less that as required by the State of California.

Professional Liability shall have a limit no less than \$1,000,000 per occurrence

9. HOLD HARMLESS

CONTRACTOR agrees to indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

DISTRICT agrees to indemnify, save and hold CONTRACTOR, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by DISTRICT, its officers, agents, or employees while performing operations under the Agreement.

10. 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.

11. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain



redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

12. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

14. 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.

15. 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

Steven Sutorus, Business Services
SBCCD
114 South Del Rosa Drive
San Bernardino CA 92408
909-382-4031

IF TO CONTRACTOR

16. 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.

17. EXHIBIT AND ADDENDUM INCORPORATED

Exhibit "A" is attached hereto and incorporated into this Agreement by reference.

18. PUBLIC EMPLOYEE

If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR'S regular assigned workday for said entity or during periods of vacation or leave of absence from said entity.

19. STRS RETIREE

CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher's Retirement System of the State of California.

20. 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 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____