



# REQUEST FOR PROPOSALS

## ELECTRIC VEHICLE TRAINING MODULE - BUS - RFP 2023-05

**RFP RELEASED: 4/20/2023**  
**TECHNICAL QUESTIONS DUE: 12:00 p.m. on 4/27/2023**  
**PROPOSALS DUE: No later than 3:00 p.m. on 5/11/2023**

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



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## 1.0 INSTRUCTION TO SUBCONTRACTORS

This section will provide necessary information for SUBCONTRACTORS to qualify as legally “responsive” to this Request for Proposals (RFP). This section should be reviewed 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 an Electric Vehicle Training Module - Bus as summarized in the scope of work herein. SBCCD hereby invites you (SUBCONTRACTOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:00 p.m. (PDT), 5/11/2023, directed to Steven Sutorus, Business Manager, at 550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408 as per the specifications on file with Purchasing Office. **This RFP submission must be sent and accepted digitally by submitting the full proposal by email to [ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu).**

### 1.2 PURPOSE

San Bernardino Community College District (SBCCD) is seeking proposals from qualified contractors who can provide an electric vehicle training module - bus, 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. SUBCONTRACTOR 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 SUBCONTRACTOR 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 SUBCONTRACTOR shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the following levels of coverage:

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



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

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

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.
- B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against SBCCD.
- C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect SUBCONTRACTOR'S interest or sufficiently cover SUBCONTRACTOR'S liability. Failure by SUBCONTRACTOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.
- D. Prior to commencing work, SUBCONTRACTOR 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, 550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408.
- E. No payments will be made to SUBCONTRACTOR 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 SUBCONTRACTOR 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**

SUBCONTRACTOR 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 SUBCONTRACTOR of such a claim but will not defend the SUBCONTRACTOR'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 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 SUBCONTRACTOR of any public request for disclosure of such documents.

## **1.7 PROPOSAL FORMAT**

SUBCONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the SUBCONTRACTOR'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**

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

### **Section 2.0 SUBCONTRACTOR PROFILE**

SUBCONTRACTORS 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**

SUBCONTRACTORS may wish to clarify their responses on the legal specifications and their policies with respect to contract negotiations.

### **Section 4.0 PROJECT SPECIFICATIONS**

SUBCONTRACTORS shall outline and describe their 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 SUBCONTRACTOR 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 - SUBCONTRACTOR Profile Form & Designation of Names**

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

**Appendix C - Financial Statements**

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

**Appendix D - 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 CONTRACTOR response.

**Appendix E - Local Vendor Designation**

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

**1.8 PROPOSAL SUBMISSION**

This RFP submission must be sent and accepted digitally by submitting the full proposal by email to: [ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu) by the proposal due date/time: 5/11/2023 at 3 p.m. 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 clearly showing the SUBCONTRACTOR name, address and **San Bernardino Community College District, Electric Vehicle Training Module - Bus - RFP 2023-05**. No proposals may be withdrawn after submission.

**1.9 VENDOR CONDUCT**

During the RFP Window (from release of this RFP to Final award), SUBCONTRACTOR 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. 4/27/2023 – [ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu). The Evaluation Committee will draft responses to be posted as Addenda.

**1.11 CONTRACT DOCUMENT**

SUBCONTRACTOR may propose contract language and submit existing rental contract terms and conditions. Contract documents are subject to negotiation and acceptance by SBCCD.



## 1.12 EVALUATION

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

- A. Responsive:
  - a. Compliance with Required Forms and Certificates,
  - b. Adherence to the RFP Response Forms and format,
  - c. Complete consideration of all project specifications,
  - d. Complete cost proposal;
- B. Responsible:
  - a. Sufficient references for which similar types of services had been provided,
  - b. Proof of financial stability and viability,
  - c. Experience of the firm and assigned personnel with the services proposed,
  - d. Resources that demonstrate adequate capacity to perform services proposed;
- C. Proposal:
  - a. Value and quality of services to be rendered,
  - b. Demonstrated knowledge of legal requirements,
  - c. Work plan in conformity with scope of project,
  - d. Fees and costs;

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

## 1.13 COST OF PROPOSAL DEVELOPMENT

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

## 1.15 AWARD

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

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

#### **1.16 INDEMNIFICATION**

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.

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 SUBCONTRACTOR 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 SUBCONTRACTOR shall furnish immediately to SBCCD copies of all pertinent papers received by the SUBCONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the SUBCONTRACTOR 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:

- A. The final agreement between SBCCD and the SUBCONTRACTOR(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 SUBCONTRACTOR 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 SUBCONTRACTOR written notice thereof. Upon termination, SBCCD shall pay the SUBCONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

## 1.20 TIMELINE

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

<u>Event</u>	<u>Tentative Date</u>
RFP Release – Response Window Opens	4/20/23
Technical Questions Due	4/27/23
Proposals Due – Response Window Closes - 3:00 pm	5/11/23
Preferred Vendor selected, contract negotiated and awarded	5/17/23
Contract subject to Governing Board approval	7/13/23

## 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 650 part-time faculty, and have approximately 18,500 students enrolled during the 2022 Spring Semester.

## 3.0 LEGAL SPECIFICATIONS

SUBCONTRACTOR may propose contract language and submit existing rental contract terms and conditions. Contract documents are subject to negotiation and acceptance by SBCCD.

## 4.0 PROJECT SPECIFICATIONS

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

### General Specifications

Battery Electric Vehicle training module (bus) to contain the following product technology:



PowerDrive

Electrical Equipment

- Charging System (Voltage Options)
  - 24 VDC

Electronic Control System

- System Control Module
- SCM Supply Voltage
  - 24 VDC

Propulsion system

- Propulsion motor
- Propulsion Inverter
- High Voltage Propulsion Inverter
- High Voltage Propulsion motor

Power Electronics System

- High Voltage Charge Controllers
- High Voltage AC Charger
- High voltage DC/AC inverter
- High voltage DC/DC converter
- High voltage DC junction box
- Charge Control Unit
- Connectivity Module

Warranty on parts and labor, if applicable.

Freight/Delivery included.

Sales tax included in pricing – delivery address: 1010 Grant Avenue, Colton CA 92324

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

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

Proposed costs for each group shall include any applicable shipping charges, warranty and maintenance services described, and applicable sales tax, calculated at 8.75% of the taxable value. Delivery shall be made to: 1010 Grant Avenue, Colton CA 92324. Actual date of delivery shall be agreed to by SBCCD and CONTRACTOR upon award of this bid.

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

**END OF BID DOCUMENT**

**REFERENCE FORM**



1.  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name, Phone Number, Email: \_\_\_\_\_  
\_\_\_\_\_

2.  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name, Phone Number, Email: \_\_\_\_\_  
\_\_\_\_\_

3.  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name, Phone Number, Email: \_\_\_\_\_  
\_\_\_\_\_

**Appendix A**

**Non-Collusion Declaration**



**STATE OF CALIFORNIA**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (SUBCONTRACTOR Name)  
the party making the foregoing bid.

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.  
(City, State)

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



**Appendix B**

**Contractor Profile Form & Designation of Names**

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

DUE NO LATER THAN 3:00 P.M. PST on 5/11/2023

In response to SBCCD's Notice Inviting Proposals for Electric Vehicle Training Module - Bus - RFP 2023-05, the undersigned submits this firm offer to:

SBCCD  
RFP # 2023-05, Electric Vehicle Training Module - Bus  
Attn: Steven Sutorus, Business Manager  
550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408  
[ssutorus@sbccd.edu](mailto:ssutorus@sbccd.edu)

**Section 1: Designation of Names**

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

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

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

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

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

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

**Section 2: Bid**

CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the next 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 the following Addenda, \_\_\_\_\_; that this Bid Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this Bid Form; 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.



**Appendix C**

**FINANCIAL STATEMENTS/INFORMATION *(To be supplied by SUBCONTRACTOR)***



## Appendix D

### SERVICES AGREEMENT (Sample)

550 East Hospitality Lane, Suite 200  
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 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 Exhibit \_\_\_\_\_.

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 upon completion of each phase of services rendered.

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 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**

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. 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 Consultant's insurance and shall not contribute with it.



- 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: Consultant 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 CONTRACTOR 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, \$3,000,000 aggregate 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 \$300,000 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

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

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 E

### 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 \_\_\_\_