



INVITATION FOR BIDS

CUSTODIAL SUPPLIES: SBVC IFB # 2011-03

IFB RELEASED: 4/14/2011

TECHNICAL QUESTIONS DUE: 3:30 p.m. on 4/22/2011

BIDS DUE: No later than 3:30 p.m. on 4/29/2011

SUBMIT BIDS TO:

San Bernardino Community College District
ATTN: Benjamin Gamboa, Purchasing Agent
114 South Del Rosa Drive, San Bernardino, CA 92408
Phone: 909.382.4089 • Fax: 909.382.0174
Email: bgamboa@sbccd.cc.ca.us

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1.0 INSTRUCTION TO CONTRACTORS

This section will provide necessary information for contractors to qualify as legally “responsive” to this Invitation for Bids (IFB). This section should be studied carefully before attempting to respond so bids are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE FOR INVITING BIDS

Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County is issuing an Invitation for Bids custodial supplies for San Bernardino Valley College maintenance and operations. SBCCD hereby invites you (CONTRACTOR) to submit a Bid according to the terms and procedures defined herein no later than 3:30 PM (PDT), Friday, 4/29/2011, directed to Benjamin Gamboa, Purchasing Agent at 114 S. Del Rosa Dr., San Bernardino, CA 92408 as per the specifications on file with the Purchasing Office.

1.2 PURPOSE

SBCCD seeks limited custodial cleaning supplies for the San Bernardino Valley College maintenance and operations department for the daily custodial care of its facilities. Any purchases made through this bid will be effective only through June 30, 2011.

1.3 REJECTION OF BIDS

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

1.4 NON-COLLUSION AFFIDAVITS

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

1.5 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

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

1.6 CONFIDENTIALITY

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

1.7 BID FORMAT

CONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of bids. 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 IFB and in the order presented in this IFB. It is the intent of this IFB 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 IFB and appendices it is the CONTRACTOR's responsibility to present that information during the IFB Window (the time following IFB release and the date the IFB Responses are due). Failure to disclose any of these costs in the IFB Response may constitute disqualification. All bids should be submitted in the following format to enable SBCCD to fairly evaluate and compare all bids. Failure to follow this format may constitute disqualification from consideration.

Section 1.0 EXECUTIVE SUMMARY

CONTRACTOR should outline briefly the entire scope of the bid and key elements to which readers should pay particular attention.

Section 2.0 CONTRACTOR PROFILE

CONTRACTOR may describe in narrative form the nature and history of their company. This section should establish the ability of CONTRACTOR to exceptionally perform the required work by reasons of demonstrated competence of the proposed products to be furnished, the nature and relevance of similar clients serviced, and competitive advantages over other firms in the same industry.

Section 3.0 PRODUCT SPECIFICATIONS

CONTRACTOR shall outline and describe their products on the appropriate bid form provided and following the specifications enumerated in Section 3.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the CONTRACTOR feels relevant to their bid.

Appendices:

The only official response to this IFB is what is submitted on the IFB Response and the appendices included with this bid. 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 – Contractor Profile Form & Designation of Names

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

1.8 BID SUBMISSION

One (1) copy of the IFB Response must be received in a single **sealed envelope or container** clearly showing the CONTRACTOR name, address and **San Bernardino Community College District, Custodial Supplies: SBVC, IFB 2011-03**. No bids may be withdrawn after public opening. All data shall be clearly and legibly 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 bid. All blank spaces provided must have entries.

1.9 CONTRACTOR CONDUCT

During the IFB Window (from release of this IFB to Final award), CONTRACTOR is not permitted to contact any SBCCD employees, Evaluation Committee members, or members of the

Governing Board unless at the request of SBCCD's designated contact person found on the title page of this IFB 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 IFB

Any administrative or technical questions concerning the requirements presented in this IFB must be directed to the contact on the title page of this IFB via e-mail. Technical questions must be submitted no later than 3:30 PM (PDT), Friday, 4/22/2011. The Evaluation Committee will draft responses to be posted as Addenda.

1.11 EVALUATION

The SBCCD Evaluation Committee composed of at least the Purchasing Agent will review bids and determine those that are responsive. The Evaluation Criteria include, but are not limited to, the following:

- A. Responsive:
 - a. Adherence to the IFB Response Forms and format;
- B. Responsible:
 - a. Experience of the firm with similar clients,
 - b. Resources that demonstrate adequate ability to furnish equipment proposed;
- C. Bid:
 - a. Value and quality of products to be furnished,
 - b. Ability to furnish products efficiently, effectively, and least costly,
 - c. Final and full cost of bid;

In the event a single bid is received, SBCCD may conduct a separate cost analysis of the bid. 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 bid price.

1.12 COST OF BID DEVELOPMENT

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

1.13 IFB INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this IFB will be sent by SBCCD to each CONTRACTOR who has received or requested an IFB and be made available on the website <http://www.sbccd.org/bids>. These Addenda will become part of the IFB and will be included by reference in the Final contracts between the CONTRACTOR(s) and SBCCD.

1.14 AWARD

Selection as the Preferred Contractor is not an award, and any award is subject to authorization from the Governing Board. A Purchase Order will not be issued and delivery of products will not be made prior to Governing Board authorization. SBCCD intends to issue an Open Purchase Order after award of the bid for purchases through June 30, 2011.

1.15 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless SBCCD and its Governing

Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney’s fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's 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 CONTRACTOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) CONTRACTOR breach of its warranties or obligations under this Agreement.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

1.16 NOTICE OF SUIT OR ACTION FILED

The CONTRACTOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to SBCCD copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

1.17 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 1090-1097) of the Government code of the State of California.

1.18 TIMELINE

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

Event	Tentative Date
IFB Release – Response Window Opens	4/14/2011
Technical Questions Due	4/22/2011
Bids Due – Response Window Closes	4/29/2011
Preferred Contractor selected, contract negotiated and awarded	5/2/2011
Contract tentatively subject to Governing Board approval	5/19/2011

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, a Professional Development Center and KVCR-TV and FM. Students in our colleges may complete the freshman and sophomore years if a baccalaureate degree and transfer to upper division study at a university or complete a certificated vocational program and move

directly to the workforce. SBCCD employs approximately 800 full-time permanent faculty and staff and 600 part-time faculty and enrolls approximately 30,000 students each year.

3.0 PRODUCT SPECIFICATIONS

This section will provide necessary information regarding the products SBCCD shall expect provided for in a successful bid. CONTRACTOR shall provide its bid of products on the bid form provided below.

CONTRACTOR shall provide a total unit price per line item. Additionally, CONTRACTOR shall separately enumerate the cost of sales tax, freight, shipping, and handling costs. CONTRACTOR shall identify sales tax, freight, shipping, and handling costs, if any, based upon delivery to SBCCD Shipping/Receiving, 1010 Grant Avenue, Colton, CA 92324. CONTRACTOR shall also provide an expected lead time for products to be delivered from date/time of order. CONTRACTOR shall provide written warranty information, including terms, conditions, limitations, and other necessary legal specifications.

BID FORM

Line #	Generic Item Description & Approximate Quantity to be Purchased through 6/30/2011	Per Unit Measure	Units Per Case	Proposed Unit Cost	Proposed Cost per Case
1	Neutral Floor Cleaner, Green Seal certified, Approx. 45 units	Approx. 5L			
	Proposed Product:				
2	Disinfectant Restroom Cleaner certified, Approx. 45 units	Approx. 5L			
	Proposed Product:				
3	Kitchen Degreaser, Green Seal certified, Approx. 45 units	Approx. 5L			
	Proposed Product:				
4	All Purpose Cleaner, Green Seal certified, Approx. 30 units	Approx. 5L			
	Proposed Product:				
5	Foam Hand Soap, Green Seal certified, compatible with Buckeye Symmetry system, Approx. 300 units	1250mL			
	Proposed Product:				

END OF BID DOCUMENT



Appendix A

NON-COLLUSION AFFIDAVIT

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party
submitting (Title) (Contractor Name)

the foregoing IFB Bid (“the CONTRACTOR”). In connection with the foregoing IFB Bid, the undersigned declares, states and certifies that:

1. The IFB Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The IFB Bid is genuine and not collusive or sham.
3. The CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to put in a false or sham IFB, and has not directly or indirectly colluded, conspired, connived, or agreed with any other CONTRACTOR or anyone else to put in sham IFB, or to refrain from submitting this IFB.
4. The CONTRACTOR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the IFB price, or that of any other CONTRACTOR, or to fix any overhead, profit or cost element of the IFB price or that of any other CONTRACTOR, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the IFB Bid and related documents are true.
6. The CONTRACTOR has not, directly or indirectly, submitted the IFB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, IFB depository, or to any member or agent thereof to effectuate a collusive or sham RFI.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

Title: _____

Appendix B

CONTRACTOR PROFILE FORM & DESIGNATION OF NAMES

The contractor shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets may be attached if necessary.

Company Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Type of Firm: Corporation: _____ Proprietorship: _____
Partnership: _____ Joint Venture: _____
Other (please describe): _____

Business License Number: _____

Number of years in business under firm name: _____

Full names of firm's owners (> 10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years?

YES NO

If yes, provide former name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES NO

If yes, explain.

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES NO

If yes, please explain.

Name and title of person completing responsible for submission of this IFB and the responses to this questionnaire:

Name & Title: _____

Phone #: _____

Signature: _____

Email: _____

Date: _____