



INVITATION FOR BIDS

LABORATORY MICROSCOPES IFB # 2012-04

IFB RELEASED: 12/12/2011

TECHNICAL QUESTIONS DUE: 3:30 p.m. on 12/23/2011

BIDS DUE: No later than 3:30 p.m. on 1/6/2012

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 for the purchase of laboratory-quality microscopes used in the instruction of students enrolled at Crafton Hills College. 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, 1/6/2012, 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 was awarded a Hispanic Serving Institution Science, Technology, Engineering and Mathematics (HSI-STEM) grant by the United States Department of Education totaling \$9.1 million over the next five years. Crafton Hills College will receive \$870,000 a year in order to more fully support the success of Hispanic and other low-income students through the creation of clear pathways through which students can attain degrees in the targeted fields. To this end, SBCCD seeks to procure laboratory-quality microscopes to be used in the instruction of students enrolled at Crafton Hills College in both lecture and laboratory settings. SBCCD intends to award and procure from at least one successful bidder the microscopes specified herein. CONTRACTOR shall reply to this IFB on the appropriate bid forms adhering to the specifications listed herein.

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. See Appendix B.

1.5 INSURANCE REQUIREMENTS

There are certain indemnifications and insurance provisions which must be included in the Final Contract(s) with SBCCD. The CONTRACTOR shall purchase and maintain policies of insurance with an insurer qualified to do business in the State of California with a current A.M Best’s rating of no less than A-VII. SBCCD requires the following levels of coverage:

- A. Commercial General Liability including personal injury and property damage in the amount of \$1,000,000 and \$5,000,000 aggregate;
 - B. Worker’s Compensation and Employer’s Liability in the amount of \$1,000,000;
 - C. Automobile Liability, all automobiles, in the amount of \$1,000,000 for combined single limit.
- SBCCD does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR’S interest or sufficiently cover CONTRACTOR’S liability. Prior to commencing work, CONTRACTOR shall 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: Business Services, 114 South Del Rosa Drive, San Bernardino, CA 92408-0108.

1.6 CONFIDENTIALITY

CONTRACTOR may designate selected portions of their bid as confidential, such as proprietary information not publicly disclosed about their products. However, the submitted bids and Bid Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBCCD can neither defend nor guarantee CONTRACTOR’s right to privacy. 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.

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.

Contractor Profile Form & Designation of Names:

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

Bid Form:

CONTRACTOR shall bid their costs on the appropriate form supplied in Appendix A. CONTRACTOR shall adhere to the specifications enumerated in IFB Section 3.0; any exceptions to SBCCD specifications should be described and justified here as well as any additional information the CONTRACTOR feels relevant to their bid.

References:

CONTRACTOR shall supply references on the appropriate form supplied in Appendix A.

Non-Collusion Affidavit:

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

Financial Statements:

CONTRACTOR shall supply financial statements. At minimum, financial statements shall include the most recent period ending balance sheets and income statements in US Dollars (US\$).

1.8 BID SUBMISSION

CONTRACTOR shall submit **four (4)** copies of the bid in stapled loose-leaf form. All data shall

be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the bid. All blank spaces provided must have entries. CONTRACTOR shall also submit **one (1)** compact disc (CD) containing the bid in a single electronic document formatted in Portable Document Format (PDF). Bids must be received in a **sealed envelope or container** clearly showing CONTRACTOR name, address and **San Bernardino Community College District, Laboratory Microscopes, IFB 2012-04**. No bids may be withdrawn after public opening.

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, 12/23/2011. SBCCD 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. All bids will be evaluated based upon the criteria identified herein with a total 100 points possible. The evaluation criteria include, but are not limited to, the following:

- A. Responsive:
 - a. Adherence to the IFB Response Forms and format (10 points);
- B. Responsible:
 - a. Experience of the firm with similar clients (10 points),
 - b. Resources to demonstrate adequate ability to furnish equipment proposed (10 points);
- C. Bid:
 - a. Value and quality of equipment proposed (20 points),
 - b. Cost of bid (50 points);

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>. CONTRACTOR shall be solely responsible for regularly checking the website above for any Addenda posted. These Addenda will become part of the IFB and will be included by reference in the Final Contract between the CONTRACTOR 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 reserves the right to determine the award to one or multiple CONTRACTOR(s).

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

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. CONTRACTOR shall furnish immediately to SBCCD copies of all pertinent papers received by 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 CONTRACT DOCUMENT

No terms or conditions can be added or changed by CONTRACTOR after the bid is received by SBCCD. Attempts to change the terms or conditions specified after the bid is received by SBCCD may cause a bid to be rejected as non-responsive. CONTRACTOR may propose

alternate and additional language to the terms provided, but proposed terms are subject to negotiation and acceptance by SBCCD.

1.19 FINAL CONTRACT

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

- A. The Purchase Order between SBCCD and the CONTRACTOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final Contract;
- C. The CONTRACTOR(s) bid in total, including all addenda and attachments;
- D. This IFB as originally released, with Appendices, Exhibits, and any Addenda released prior to proposal opening;

The Purchase Order shall be acknowledged by the successful CONTRACTOR within ten (10) working days after the Purchase Order has been mailed or otherwise delivered to CONTRACTOR. Failure to acknowledge the Purchase Order within ten (10) working days after the Purchase Order has been mailed or otherwise delivered to the successful CONTRACTOR shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsive and responsible CONTRACTOR, or the bid may be re-advertised as SBCCD may decide. SBCCD may terminate any resulting contract(s) for convenience at any time by giving the CONTRACTOR written notice thereof. Upon termination, SBCCD shall pay the CONTRACTOR allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

1.20 TIMELINE

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

Event	Tentative Date
IFB Release – Response Window Opens	12/12/2011
Technical Questions Due	12/23/2011
Bids Due – Response Window Closes	1/6/2012
Preferred Contractor selected and contract negotiated	1/11/2012
Bid awarded and contract approved by Governing Board	2/16/2011

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.

Crafton Hills College (CHC) served the following number of students in each of these terms:

Academic Term	Summer 2010	Fall 2010	Spring 2011
# of Students Enrolled	1,533	6,121	6,123

CHC offers more than 35 degree programs and 30 certificate options, providing a variety of educational paths for both transfer and career preparation. The United States Department of Education has awarded CHC a five-year science, technology, engineering, and mathematics (STEM) grant of \$870,000 per year. The grant period begins October 1, 2011, and is considered for renewal annually. The STEM grants, awarded through the Hispanic Serving Institutions (HSI) program, are designed to develop and carry out activities to improve and expand the institution's capacity to serve Hispanic students and through grant implementation, benefit all students in many ways, including increased student enrollment, graduation and transfer rates. A HSI is defined as a non-profit institution that has at least 25 percent Hispanic full-time equivalent enrollment. CHC will more fully support the success of Hispanic and other low-income students through the creation of clear pathways through which they can attain degrees in science, technology, engineering and mathematics. The college will also develop model STEM articulation agreements between CHC, which is a two-year HSI, and four-year institutions in order to improve the transfer rate of CHC students to these other four-year institutions of higher education.

3.0 EQUIPMENT SPECIFICATIONS

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

3.1 STUDENT BASIC MICROSCOPE

- A. Quantity: 75
- B. Olympus CX 31 or comparable to meet the following specifications
- C. Steel or other durable metal casing/frame
- D. Mid-range quality 4x/10x/40x/100x magnification objective lenses
- E. Inconspicuous and/or isolated stage locking mechanism OR no stage lock mechanism
- F. Locking oculars
- G. Ocular micrometer and pointer
- H. Built-in handholds for secure regular transfer from storage to student workstation
- I. Cord storage/wrap/holder feature
- J. Three- (3-) prong power cord

3.2 STUDENT STEREO MICROSCOPE

- A. Quantity: 20
- B. Olympus SZ 61, Nikon SMZ645 or comparable to meet the following specifications
- C. 10x magnification oculars
- D. Ocular micrometer and pointer
- E. Multiple objective lenses of mid-range quality up to 5x phase magnification
- F. Attached LED illuminator, standard
- G. Basic low profile stand without base lamp
- H. Three- (3-) prong power cord
- I. Anti-static cloth dustcover

3.3 STUDENT DISSECTION STEREO MICROSCOPE

- A. Quantity: 12
- B. Olympus SZ 51 or comparable to meet the following specifications
- C. 10x magnification oculars
- D. Ocular micrometer and pointer
- E. Multiple objective lenses of mid-range quality up to 5x phase magnification
- F. Attached LED illuminator, standard

- G. Base lamp
- H. Three- (3-) prong power cord
- I. Anti-static cloth dustcover

3.4 STUDENT POLARIZING MICROSCOPE

- A. Quantity: 6
- B. Nikon Eclipse LV50iPOL diascopic or comparable to meet the following specifications
- C. 10x magnification oculars
- D. Ocular micrometer and pointer
- E. Built-in focusable Bertrand lense removable from optical path
- F. Analyzer with 360 degree rotary dial
- G. Quadruple rotatable nosepiece with 4x/10x/20x/40x magnification achromat objective lenses
- H. Self-centering rotatable stage with top mounted controls
- I. Achromat strain-free swing-out condenser
- J. Rotatable polarizer with visible degree setting
- K. Standard one-quarter ($\frac{1}{4}$) and full wavelength accessory plates
- L. Three- (3-) prong power cord
- M. Anti-static cloth dustcover

3.5 TEACHING BIOLOGICAL MICROSCOPE

- A. Quantity: 2 (see Specification 3.4.I below)
- B. Olympus BX 53 or comparable to meet the following specifications
- C. Tilting trinocular head for tilting binocular tube and camera mount with adjustable light distribution
- D. 10x optic magnification oculars, FN 2 and FN 22
- E. Five- (5-) position rotatable nosepiece
- F. 10x/20x/40x/100x retractable objective lenses
- G. Rackless long stalk mechanical stage – quantity one (1) right-handed and one (1) left-handed
- H. Phase turret condenser
- I. Centering telescope
- J. 12V/100W halogen lamphouse and lightbulb or comparable
- K. Dual observation unit with LED pointer or comparable
- L. 12.8 megapixel digital color camera or comparable
- M. Camera adapter
- N. Standard imaging software
- O. Three- (3-) prong power cord
- P. Anti-static cloth dustcover

3.6 TEACHING STEREO MICROSCOPE

- A. Quantity: 1
- B. Olympus SZX7 or comparable to meet the following specifications
- C. Tilting trinocular head for tilting binocular tube and camera mount with adjustable light distribution
- D. 10x optic magnification oculars
- E. Ocular micrometer and pointer
- F. 0.67x to 5.5x objective lenses with adjustable click-stop magnification knob
- G. 1.5x screw on type accessory objective
- H. Attached LED ring-light and lamphouse
- I. Basic low profile stand without light

- J. Dual observation unit with LED pointer or comparable
- K. 5 megapixel digital color camera or comparable
- L. Camera adapter
- M. Standard imaging software
- N. Three- (3-) prong power cord
- O. Anti-static cloth dustcover

3.7 TEACHING POLARIZING MICROSCOPE

- A. Quantity: 1
- B. Nikon Eclipse LV100POL diascopic or comparable to meet the following specifications
- C. Tilting trinocular head for tilting binocular tube and camera mount with adjustable light distribution
- D. 10x eyepiece
- E. Ocular micrometer and pointer
- F. Built-in focusable Bertrand lense removable from optical path
- G. Analyzer with 360 degree rotary dial
- H. Quadruple rotatable nosepiece with 4x/10x/20x/40x magnification achromat objective lenses
- I. Self-centering rotatable stage with click stops
- J. Attachable mechanical stage with top-mounted controls
- K. Achromat strain-free swing-out condenser
- L. 12V/50W halogen lightbulb and lamphouse or comparable
- M. Rotatable polarizer with visible degree setting
- N. Standard one-quarter ($\frac{1}{4}$) and full wavelength accessory plates
- O. Quartz wedge compensator
- P. 5 megapixel digital color camera or comparable
- Q. Camera adapter
- R. Standard imaging software
- S. Three- (3-) prong power cord
- T. Anti-static cloth dustcover

3.8 WARRANTY & MAINTENANCE SERVICES

- A. CONTRACTOR shall include its warranty policy for each of the proposed microscopes. The warranty shall be for a term of at least five years and be inclusive of parts, labor, and travel.
- B. CONTRACTOR shall propose preventative maintenance services for all proposed microscopes. Preventative maintenance services shall be for a term of exactly five years and be inclusive of parts, labor, and travel.

3.9 BID FORM & REFERENCES INSTRUCTIONS

- A. CONTRACTOR shall legibly complete all fields in the bid form and references form. Illegible or blank fields may be considered non-responsive. If a field has no value, CONTRACTOR should enter \$0.00. If CONTRACTOR will not bid, CONTRACTOR should enter "NO BID." Deviations from any specifications listed above shall be clearly indicated within the "Proposed equipment" field.
- B. Proposed bid costs for each group shall include any shipping charges, warranty and maintenance services described in Section 3.7, and applicable sales tax calculated at 7.75% of the taxable value. Delivery shall be made to 11711 Sand Canyon Road, Yucaipa, CA 92399, and shall be completed no later than June 30, 2012. Actual date of delivery shall be agreed to by SBCCD and CONTRACTOR upon award of this bid.
- C. CONTRACTOR shall provide three references of recent customers on the appropriate form.

- References shall include the customer name, address, contact name, contact phone number, and contact email.
- D. CONTRACTOR shall provide financial statements. At minimum, financial statements shall include the most recent quarter ending balance sheets and income statements as of January 6, 2012 in US Dollars (US\$).

END OF BID DOCUMENT

Appendix A

		Bid Cost
Student Basic Microscopes:	Proposed equipment & warranty:	\$.
Student Stereo Microscopes:	Proposed equipment & warranty:	\$.
Student Dissection Stereo Microscopes:	Proposed equipment & warranty:	\$.
Student Polarizing Microscopes:	Proposed equipment & warranty:	\$.
Teaching Biological Microscopes:	Proposed equipment & warranty:	\$.
Teaching Stereo Microscope:	Proposed equipment & warranty:	\$.
Teaching Polarizing Microscope:	Proposed equipment & warranty:	\$.

References	
Customer Name Address	Contact Name Contact Phone Number & Email
1.	
2.	
3.	

Appendix B

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 C

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, explain:

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

Signature: _____ Date: _____

Name & Title: _____ Phone: _____

Email: _____