INVITATION FOR BIDS

LABORATORY MICROSCOPES
IFB # 2017-01

IFB RELEASED: 7/12/2016
TECHNICAL QUESTIONS DUE: 12:00 p.m. on 7/19/2016
PROPOSALS DUE: No later than 3:00 p.m. on 7/26/2016

SUBMIT PROPOSALS TO:
San Bernardino Community College District
ATTN: Steven Sutorus, Business Manager
114 South Del Rosa Drive, San Bernardino, CA 92408
Phone: 909.382.4031 • Fax: 909.382.0174
Email: ssutorus@sbccd.cc.ca.us
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INSTRUCTION TO 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 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 an Invitation for Bids for Laboratory Microscopes as summarized in the scope of work herein. SBCCD hereby invites you (CONTRACTOR) to submit a Bid/Proposal according to the terms and procedures defined herein no later than 3:00 p.m. (PDT), 7/26/2016, 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 PURPOSE
San Bernardino Community College District (SBCCD) is seeking a qualified CONTRACTOR who can provide SBCCD with laboratory-quality microscopes to be used in the instruction of students enrolled at San Bernardino Valley 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 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. CONTRACTOR may not withdraw its proposal for a period of one hundred eighty (180) days after the opening thereof.

1.4 CONTRACTORS
If a CONTRACTOR will be used by CONTRACTOR to comply with any portions of this IFB, that fact must be stated in the proposal. The names of the CONTRACTORs and their duties shall be specified in the proposal.

1.5 IFB 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 CONTRACTOR 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 CONTRACTOR’S interest or sufficiently cover CONTRACTOR’S liability. Failure by CONTRACTOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.

D. Prior to commencing work, CONTRACTOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy “wet ink” signed original in the mail to: San Bernardino Community College District, Attn: Steven Sutorus, Business Manager, 114 South Del Rosa Drive, San Bernardino CA 92408.

E. No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Business Services Department of SBCCD.

1.5.2 NON-COLLUSION AFFADAVITS
Affidavits are required to be completed by the CONTRACTOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix B.

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT
CONTRACTOR 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 CONTRACTOR of such a claim but will not defend the CONTRACTOR’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/dprewagedetermination.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
CONTRACTOR 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 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 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 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 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.

Appendices:
The only official response to this IFB is what is submitted on the IFB 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 – Proposal Cost Matrix/Reference Form

Appendix B - Non-Collusion Affidavit
No additional directions necessary. This standard form is self-explanatory.

Appendix C - CONTRACTOR Profile Form & Designation of Names
This is the official signature page for the IFB Response and where pertinent information is identified.

Appendix D - Financial Statements
Please furnish financial information that accurately describes the financial stability of CONTRACTOR.

Appendix E - Services Agreement
Included in this appendix to the IFB 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 F – Local Vendor Designation
No additional directions necessary. This standard form is self-explanatory.
1.8 PROPOSAL SUBMISSION
Three (3) copies of the proposal in addition to a flash drive containing the electronic IFB response are required. Proposal copies should be submitted in three-ring, loose-leaf binder form. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

Proposals must be received in sealed envelopes or containers clearly showing the CONTRACTOR name, address and San Bernardino Community College District, Laboratory Microscopes - IFB 2017-01. No proposals may be withdrawn after submission.

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 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 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 12:00 p.m. 7/19/2016. SBCCD 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 IFB are detailed in Appendix E and Section 3.0 related thereto. No terms or conditions can be added or changed by CONTRACTOR 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. CONTRACTOR 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 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 IFB 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. Bid/Proposal:
   a. Value and quality of services to be rendered,
   b. 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 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, visitation/travel expenses, reproduction, postage and mailing, and the like.

1.14 IFB INTERPRETATION AND ADDENDA
Any changes, clarifications, or other interpretations regarding this IFB may be sent by SBCCD to each CONTRACTOR who has received or requested an IFB and in addition, will be posted on District’s website. These Addenda will become part of the IFB and will be included by reference in the Final contracts between the CONTRACTOR(s) and SBCCD.

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

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

1.16 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 CONTRACTOR, 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 CONTRACTORs; (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.

1.17 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.

1.18 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
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.

The following documents are considered part of the final agreement, in order of precedence:
A. The final agreement 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 agreement;
C. The CONTRACTOR proposal in total, including all addenda and attachments;
D. This IFB as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
E. IFB Response and any addenda released prior to proposal opening.

SBCCD may terminate any resulting Agreement(s) for convenience at any time by giving the CONTRACTOR written notice thereof. Upon termination, SBCCD shall pay the CONTRACTOR 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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Tentative Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Release – Response Window Opens</td>
<td>7/12/16</td>
</tr>
<tr>
<td>Technical Questions Due</td>
<td>7/19/16</td>
</tr>
<tr>
<td>Proposals Due – Response Window Closes - 3:00pm</td>
<td>7/26/16</td>
</tr>
<tr>
<td>Presentations of Selected Respondents, if applicable</td>
<td>TBD</td>
</tr>
<tr>
<td>Preferred CONTRACTOR selected, contract negotiated and awarded</td>
<td>8/3/16</td>
</tr>
<tr>
<td>Contract subject to Governing Board approval</td>
<td>8/11/16</td>
</tr>
</tbody>
</table>

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 18,500 students enrolled in one or more courses during the 2016 Spring Semester.

3.0 LEGAL SPECIFICATIONS
SBCCD's Legal Specifications are contained in a sample contract template in Appendix E. 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 CONTRACTOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing CONTRACTOR 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 CONTRACTOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

4.0 EQUIPMENT 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 of services and products on the proposed cost matrix form provided below. CONTRACTOR shall propose equipment and services detailed below or comparable equipment and services which meet the identified specifications.

**Laboratory Microscopes**
Quantity: 112
Leica **DM500** Rt. Hnd. Stage std stand w/condense 30 degree binocular tube
- 10X/20 pointer eyepiece w/eyeguard
- 10X/20 focusing eyepiece w/eyeguard
- Reticle for 13613532 eyepiece - 100Divis
- Plan 4X/0.10NA, 26.2mmW.D.
- Plan 10X/0.22NA, 7.8mm W.D.
- Plan 40X/0.65NA, 0.31MM W.D.
- Plan 100X/1.25NA, 0.10MM W.D., oil
- U.S. Power cord

**Camera Module**
**Quantity:** 4
**ICC50 W Camera Module**

**Laboratory Microscopes**
**Quantity:** 29
**Leica EZ4 w/10x eps, cord wrap and right angle, power cord**

**Camera**
**Quantity:** 1
**Leica MC170 HD Camera & SW kit**

**Laboratory Microscopes with built-in camera**
**Quantity:** 1
**Leica EZ4 w wifi digital stereomicroscopes, HD camera built-in, with integrated cordwrap and right angle power cord**

**Installation and Training package on all equipment**

**Repair and Maintenance for 2 year on all equipment**

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**ADDITIONAL SPECIFICATIONS**

**DM500 Specifications**

- Maintenance-free, self-adjusting all metal gear system
- Internal focus stops prevent misadjustment and possible damage to slides.
- Focus knobs contained inside microscope frame.
- Easily visible markings on all focus knobs, stage plate, viewing tube, eyepieces.
- Mechanical stage must have rounded corners and no protruding parts.
- One-handed slide loading is desired.
- Stage surface must be wear-resistant to withstand years of usage.
- Integrated cord wrap - not a cord hanger.
- Externally accessible fuse holder.
- Integrated vertical carry handle.
- Fingertip cut out front of stand for balanced carrying.
- AgTreat - all surfaces impregnated with anti-microbial coating.
- Fixed condenser mounted directly to bottom of stage – no focusing required.
- All glass lenses in condensor system.
- LED – 6000K color temperature, 20 year lifetime.
- Illuminator must be sufficiently bright for viewing at lowest intensity setting.
- Continuously variable (non-stepping) intensity control.
- UL/CE marked Listed.
- Vertically mounted power cord – does not protrude from back of stand.
- Illuminated power switch - indicates when power is on.
- Auto off power supply - automatically turns off after 2 hours. Simply touch intensity knob to restore power.

Optical System:
- Planachromatic 10x, 20x, 40x, 100x/1.25 (Oil Immersion) objective lenses.
- Objectives must be laser engraved with optical data.
- Objectives must be suitable for Brightfield, Darkfield, and Phase Contrast techniques.
- Objectives must be sealed against oil intrusion and have spring loaded front lens elements.
- Objectives must be lead free.
- Objectives must lock in place but be removable for cleaning.
- Viewing tube must be fully-rotatable to permit image sharing and easy storage.
- 10x eyepieces must integrated in viewing tube to prevent removal by students.
- Eyepieces must have pre-set diopter to prevent misadjustment by student.
- Optional eyepiece pointer must be available.
- Pre-focused condenser.
- Pre-set field aperture, adjustable condenser aperture.
- Condenser laser engraved with recommended settings for each objective lens.
- All glass lenses in condenser system.
- LED light source - 20 years lifetime.
- Continuously variable (non-stepping) intensity control.
- Electrical system must be UL marked.
- Illuminated power switch to indicate when power is on.

Student Proofing:
- Captive set screws required to secure components to stand - including removal tool
- Objectives must be locked in turret - including removal tool

Optional HD Camera Interface:
- Integrated HD camera - can be added to any microscope within the model family or removed as necessary by staff.
- Camera must be offered as an integrated module fitting between viewing tube and stand, or mountable as an attachment to a trinocular viewing tube.
- Power for USB must be available directly from the microscope stand eliminating the need for separate power source.
- Camera must include Wireless Image transfer, connection to Ethernet, connection to USB for use with PC/Mac, or stand alone operation with output to LCD or projector.
- Camera must have 5 MP Resolution
- Control of functions by remote control in HD mode.
- Camera must offer SD card for saving images without computer interface.
- On board camera controls for image capture, white balance, illumination choice selection.
- High level software included at no cost

**Leica EZ4 Specifications**

Stand and Optical Carrier
- Die-cast aluminum.
- Low profile trans-illumination base.
- Stage plate and illumination controls must be sealed against intrusion of liquids.
- Base must not transmit heat to prevent drying specimens over extended period of time
- Vibration resistant feet must limit vibration during observation.
- Optional cord wrap must be offered for storing power cord after usage.
- Focus system must allow tool-free adjustment of tension.
- Zoom system must be of Greenough design and parfocal over entire zoom range.
- Optical system must provide great depth of field, high resolution and fatigue-free viewing.
- 10x or 16x fixed eyepieces (non-removable) must be offered. A version of the microscope must be offered that features removable eyepieces.
- Eyepiece pointers and measuring reticles must be available.
- Zoom knob must have easily readable markings for each power setting.
- Provision must be made for comfortable and safe two-handed carrying of instrument.
- All surfaces must be accessible for easy cleaning by lab support staff or end-users.
Illumination System
- LED illumination is needed to eliminate the need to replace light bulbs and reduce cost of ownership.
- The illumination system must offer both oblique (above the sample) and transmitted (below the sample).
- The illumination system must offer an Auto-Off function that turns off the lighting after 2 hours of usage. An option to disable this function is required.
- The illumination must be homogenous and operate at 6500 degrees K for reflected (oblique) lighting.
- The illumination must be homogenous and operate at 4500 degrees K for transmitted lighting.
- 5 LED elements are desired for oblique lighting.
- The light paths must be able to operate independently or separately.
- Light intensity control of each light path must be independently adjustable.
- A sealed, soft-key membrane system is desired to eliminate external knobs and adjustment

4.1 WARRANTY & MAINTENANCE SERVICES
CONTRACTOR shall include its warranty policy for each of the proposed microscopes/equipment. CONTRACTOR shall propose preventative maintenance services for all proposed microscopes. Preventative maintenance services shall be inclusive of parts, labor, and travel.

4.2 PROPOSED COST MATRIX & REFERENCES FORM INSTRUCTIONS
CONTRACTOR shall legibly complete all fields in the proposed cost matrix 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.

Proposed bid costs for each group shall include any shipping charges, warranty and maintenance services described, and applicable sales tax, calculated at 8% of the taxable value. Delivery shall be made to: 1010 Grant Avenue, Colton CA 92324, and shall be completed no later than September 30, 2016. 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
## Appendix A – PROPOSED COST MATRIX

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laboratory Microscopes/Leica DM500 (Quantity 112):</td>
<td>$ .</td>
</tr>
<tr>
<td>Camera Module ICC50 (Quantity 4):</td>
<td>$ .</td>
</tr>
<tr>
<td>Laboratory Microscopes/Leica EZ4 (Quantity 29):</td>
<td>$ .</td>
</tr>
<tr>
<td>Camera Leica MC170 (Quantity 1):</td>
<td>$ .</td>
</tr>
<tr>
<td>Laboratory Microscope with Built-in Camera/Leica EZ4 (Quantity 1):</td>
<td>$ .</td>
</tr>
<tr>
<td>Installation and Training package on all equipment:</td>
<td>$ .</td>
</tr>
<tr>
<td>Repair and Maintenance for 2 years on all equipment:</td>
<td>$ .</td>
</tr>
<tr>
<td>Reference Form</td>
<td>Customer Name</td>
</tr>
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<td></td>
<td>1.</td>
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<td>2.</td>
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<td></td>
<td>3.</td>
</tr>
</tbody>
</table>
Appendix B

Non-Collusion Declaration

STATE OF CALIFORNIA

The undersigned declares:

I am the _______________________ of ______________________________________,

(Title)  (CONTRACTOR 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 C

Contractor Profile Form & Designation of Names

CONTRACTOR Name: _______________________________________________________

DUE NO LATER THAN 3:00 P.M. PST on 7/26/16

In response to SBCCD’s Notice Inviting Bids for Laboratory Microscopes, the undersigned submits this firm offer to:

SBCCD
IFB # 2017-01, Laboratory Microscopes
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 next page of the Bid Form (Cost Matrix) 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 _____________________________, hereby declare that I am duly authorized to execute this Bid 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 (Cost Matrix); 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 (Cost Matrix) is true and correct.

Signature: _____________________________ Date: ____________
Appendix D

FINANCIAL STATEMENTS (To be supplied by CONTRACTOR)
Appendix E

EQUIPMENT & SERVICES AGREEMENT
(Sample)

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This AGREEMENT is made and entered into by and between the San Bernardino Community College District hereinafter referred to as “DISTRICT”, and (insert name of CONTRACTOR here), hereinafter referred to as “CONTRACTOR”. The DISTRICT and the CONTRACTOR are sometimes hereinafter referred to as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

RECITALS

WHEREAS, the DISTRICT requires the purchase of equipment and service agreement on said equipment for five years; and

WHEREAS, CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder; and

WHEREAS, CONTRACTOR, in providing equipment and services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers’ compensation and equal protection and non-discrimination laws; and

WHEREAS, the authority for entering into this AGREEMENT is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the PARTIES to this AGREEMENT do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

The CONTRACTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in this AGREEMENT and the CONTRACTOR’S proposal which is attached hereto and incorporated herein as Attachment “A” that will included the list of equipment and service agreement for said equipment (“PROPOSAL”). In the event of a discrepancy, inconsistency, or other difference between the terms of the PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall be controlling and shall govern, and the incorporation of the PROPOSAL into this AGREEMENT shall be subject to the applicable exclusions: (insert specific exclusions here, if applicable)
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 this AGREEMENT. In accordance with Education Code section 81644 the
total term of this AGREEMENT shall not exceed five (5) years from the date first written
above.

3. COMPENSATION
In consideration for the equipment and services provided by CONTRACTOR, DISTRICT
shall pay the CONTRACTOR within 60 days after receipt of approved invoice by
accounts payable in accordance with the following:

a. The contract amount shall not exceed the original purchase order amount for
each project. No purchase order change notice can be made or incorporated in
to this AGREEMENT to increase the cost without writing approval by the
Business Manager.

b. Payments(s) to be paid on a net 60 after Accounts Payable receives approved
invoice(s).

c. CONTRACTOR shall invoice and the end of each project or another periodic
basis approved by the DISTRICT, for the services provided pursuant to this
AGREEMENT from the time the CONTRACTOR begins work. All costs must be
supported by an invoice, receipt, or other acceptable documentation as
determined by the DISTRICT. CONTRACTOR shall invoice DISTRICT for all
payments directed to San Bernardino Community College District 114 South Del
Rosa Drive, San Bernardino, California, 92408, Attention: Accounts Payable.
Invoices shall be submitted in duplicate. CONTRACTOR must have on file with
Purchasing a W-9 with includes CONTRACTOR’S tax identification number.

4. TERMINATION

a. 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.

b. In the event a termination for cause is determined to have been made wrongfully
or without cause, then the termination shall be treated as a termination for
convenience or without cause in accordance with Section 4.c below, and
CONTRACTOR shall have no greater rights than it would have had if a
termination for convenience had been effected in the first instance. No other
loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.

c. This AGREEMENT may be terminated for convenience or without cause by DISTRICT upon seven (7) days written notice to the CONTRACTOR. In the event of a termination for convenience or without cause, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services.

d. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONTRACTOR’S sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after all required services have been rendered and completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONTRACTOR the undisputed amounts due under this AGREEMENT.

e. The PARTIES understand and agree that Section 4 of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.

5. RELATIONSHIP OF PARTIES
CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR’S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR’S employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR’S employees.

6. INSURANCE PROVISIONS
CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT and with a current A.M. Best’s rating of no less than A-VII unless otherwise acceptable to the DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR’S actions or inactions relating to the
AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONTRACTOR shall carry Workers’ Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000)

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Verification of Coverage: CONTRACTOR shall furnish the DISTRICT with original certificates and endorsements effecting coverage required by the clause. The Endorsement should be on forms that conform 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.

7. HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers’ Compensation and Employers Liability: Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to CONTRACTOR’S employees or CONTRACTOR’S subcontractor’s employees arising out of CONTRACTOR’S work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the services provided pursuant to this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT;

c. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Sections 9.a or 9.b
above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

d. The PARTIES understand and agree that Section 7 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.

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

8. REPORTS AND/OR OTHER DOCUMENTS
Any reports, studies, plans and/or other documents that are prepared, reproduced, maintained and/or managed by the CONTRACTOR or CONTRACTOR’S CONTRACTORS in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter “PROPERTY”). The DISTRICT may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. Upon CONTRACTOR’S receipt of the DISTRICT’S written request, CONTRACTOR shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with the requirements in this Section shall be deemed a material breach of this AGREEMENT by the CONTRACTOR.

9. 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.

10. ATTORNEY’S FEES
If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney’s fees.

11. ENTIRE AGREEMENT
The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by the PARTIES.
12. INDEPENDENT CONTRACTOR

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR’S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR’S employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR’S employees.

13. 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.

14. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

ATTN: Business Services
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408

IF TO CONTRACTOR

15. 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.
16. ATTACHMENTS INCORPORATED
Attachments attached hereto are incorporated into this AGREEMENT by reference.

17. ASSIGNMENT
This AGREEMENT is neither assignable nor transferable by either PARTY or by operation of law without the consent in writing of the other PARTY. Consent by either PARTY to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

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

_______________________________________________   Date______________
DISTRICT SIGNATURE
Steven J. Sutorus

_______________________________________________   Date______________
CONTRACTOR SIGNATURE

Name: Print or Type
Appendix F

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____