



## **AP 6340 Bids and Contracts (Excluding Public Works and Facilities Use)**

### **References:**

Education Code Section 81641 et seq.; Public Contract Code Sections 2600, 2600.5, 20103.7, 20112, 20650 et seq., and 22000 et seq.; Labor Code 1770 et seq.; Government Code Section 53060; ACCJC Accreditation Standard III.D.16; 2 Code of Federal Regulations Part 200.318; Title 5 Sections 59130 et seq.

1. Before the Santa Clarita Community College District (“District”) can enter into a binding agreement, there must be an acceptance of the agreement by the Governing Board either through approval or ratification at a public meeting. The agreement becomes binding at the time of adoption by the Governing Board and communication of Board’s approval to vendor. No agreement shall be valid nor constitute an enforceable obligation against the District unless and until same has been approved or ratified by the Board. Board ratification shall take place within 60 days of execution of agreement. (CA Ed Code 81655 and 81656)
2. All agreements on behalf of District not specifically required to be signed by the CEO and/or Clerk of the Board of Trustees, will be signed by persons authorized by the Board of Trustees. Names of approved signatories may be obtained from Contract, Procurement and Risk Management Services (CPRM Services). Agreements signed by anyone not Board-approved will be considered invalid and will not be honored by District. (Reference BP/AP 6330)
3. **Agreements to CPRM Services** – All agreements shall be submitted to CPRM Services for compliance review after initiator receives determination to proceed from manager/division dean and Executive Cabinet member (exceptions: Facilities Use and Public Works [below]).
4. **Agreements for Equipment, Materials, Supplies, and Services UNDER Current Bid Limit\* (updated annually)** – Purchases from a single vendor or for a single commodity, totaling less than the bid limit, do not require an agreement beyond the Purchase Order, except for independent contractors, see below. However, District, at its discretion, may choose to enter into an agreement. For example: (1) when so doing, provides a benefit to District in the form of pricing or goods, (2) vendor requires a contract, or (3) in District’s evaluation, it would be beneficial to District.
5. **Agreements for Equipment, Materials, Supplies, and Services OVER Current Bid Limit\***– Purchases or leases from a single vendor or for a single commodity, totaling more than the bid limit, require a formal bid process, unless an exemption applies (see AP 6330). This

process includes, but is not limited to: advertising; submission of formal, written proposals by bidding contractors; and Board approval. The lead-time is approximately three months but this timeframe can vary and must be determined on a case basis.

6. As soon as an employee becomes aware that a purchase or lease over the bid limit is necessary, contact respective manager/division dean who will contact Executive Cabinet member for determination to proceed. Once determination is made, CPRM Services must be contacted to begin the formal bid process.
7. \*NOTE: Bid Limit is an amount designated by the Board of Governors each January as required by Public Contract Code Section 20651 subdivision (d).

## 8. Type of Agreements

- A. **Purchase Order (Including Blanket Purchase Order)** – Purchase Orders are contracts and are the most commonly used means for acquiring equipment, materials and supplies. Purchase Orders are processed by CPRM Services and placed on the Board Agenda each month for ratification.
- B. **Independent Contractor** – An independent contractor may not be an employee and must meet specific criteria to be qualified as an independent contractor (See BP and AP 6370).
- C. **Basic Services Agreement** – Basic services are services of a short term, temporary nature, where the services can be easily delineated in the standard “boilerplate” agreement available from CPRM Services. Basic Services Agreements are usually for \$600 or less and the deliverables or outcomes to be provided are not complex. **Examples of Basic services** would be an entertainer or food server at an event, a musician used in a class/event setting, a professional development workshop facilitator, or a community extension workshop instructor, etc.
- D. **Guest Speaker Services Agreement** – Guest Speaker services of a short term, temporary nature where the services can be easily delineated in the standard “boilerplate” agreement available from CPRM Services. **Example of Guest Speaker services:** a guest speaker for an event or class.
- E. **Professional Services Contract** – Professional services are services which are complex in nature, where the deliverables or outcomes require a high level of professional expertise. The District and the vendor execute an agreement particular to the agreed upon assignment. **Examples of Professional services** would be an attorney, auditor, professional consultant (e.g., public bond, grant writer, specialty analysis/service), construction inspector, etc.:
- F. When an agreement is needed, the following are required:

- i. **Request for Contract (RFC) Form** – Complete RFC form and forward to CPRM Services.
- ii. **Vendor Information Form** – For vendors who are new to the District, or vendors that need to update information, submit the online Vendor Information Form.
- iii. **Agreement** – Vendor must enter into a written agreement with District in order to receive payment. The District has standardized contracts which should be used if possible. Occasionally, a vendor will provide his/her own agreement; however, it must include certain District-required language, which is available from CPRM Services. Only a Board-approved signatory may sign an agreement on behalf of the District and CEO is the primary signer; names of other authorized signers are available through CPRM Services. Originator should contact CPRM Services for questions and assistance.
- iv. **Prepare Purchase Requisition to Encumber Funds** – Prepare electronic requisition.
- v. **Upon completion of the above**, as applicable, negotiation of contract terms to be handled by appropriate department or administrator. CPRM Services will:
  - 1. Review document and forward for additional review by legal counsel and/or insurance administrator, as appropriate.
  - 2. Coordinate with originator on any revisions. Originator must allow sufficient time for such review before document is submitted to the Board. Typically two weeks before Board Items are due (which is about four weeks before the Board meeting); however, for complex documents and/or issues, more time may be required.
  - 3. Originator may be responsible to provide Executive Cabinet Member with a draft Board Agenda Item. Originator must ascertain Executive Cabinet Member's procedure.
  - 4. Facilitate execution of agreement (Only a Board-approved signatory may sign an agreement on behalf of the District).
  - 5. Distribute the executed agreement.
  - 6. File the agreement in Master File.
- vi. **Completion of Services** – After services have been performed satisfactorily and an invoice is received, budget manager shall: (1) Approve invoice for payment; and (2) Forward approved invoice to Fiscal Services/Accounts Payable.

**G. Agreements Handled by Other Departments:**

- i. **Theatre Facilities Use Agreement** - The rental of the Performing Arts Center (“PAC”) is handled by the Performing Arts Center using a Theatre Facility Use Agreement. Contact PAC.
- ii. **Facilities Use Agreement** – The rental of District facilities is handled by the Civic Center using a Facilities Use rental agreement. Contact Civic Center.
- iii. **Public Works Field Services Agreement** – Facilities and maintenance public works under \$15,000. Contact Facilities.
- iv. **Public Works Agreement - Over \$15,000** – Public Works contracts for capital improvement projects are handled by the Facilities Department. Contact Facilities.

## 9. **BID LIMITS**

- A. Bids or quotations shall be secured as may be necessary to obtain the lowest possible prices as follows:
  - i. Purchase of goods or services up to the limits set out in the Public Contracts Code will require documented quotes as outlined in AP 6330, Purchasing of Goods and Services.
  - ii. Purchase of goods or services in excess of the limits set out in the Public Contracts Code will require formal advertised bids.
- B. In securing bids or quotations, the District will avoid acquisition of unnecessary or duplicative items. Contracts involving expenditures that require competitive bidding require approval by the Board of Trustees prior to award.

## 10. **BID SPECIFICATIONS**

- A. With limited exceptions, Bid specifications should not be proprietary or limited to a single manufacturer (PCC 3400), but shall include a definite, complete statement of what is required and, insofar as practical, shall include pertinent details of size, composition, construction, and/or texture of what is specified, and minimum standards of efficiency, durability, and/or utility required of what is specified. An internal or external expert may be included in the development of bid specifications. Additionally, when the use of a skilled and trained workforce to complete a contract or project is required, the bid documents and construction contracts shall state that the project is subject to the skilled and trained workforce requirement.

## 11. **ADVERTISEMENT OF FORMAL BID**

- A. The District shall publish at least once a week for two weeks in a newspaper of general

circulation circulated within the District or if there is no such paper, then in some newspaper of general circulation, circulated in the county, and may post on District's Web site or through an electronic portal, a notice calling for bids or proposals, stating the work to be done or materials or supplies to be furnished and the time and place when bids will be opened. District may accept a bid that was submitted either electronically or on paper.

- B. Bid and contract forms shall be prepared and maintained by the CBO or designee. All applicable statutory provisions and board policies shall be observed in preparation of the forms.
- C. The CBO or designee Services shall be responsible for ensuring that the bid specifications are sufficiently broad to encourage and promote open competitive bidding.
- D. All bid notices for work to be done shall contain an affirmative statement requiring compliance with Labor Code Sections 1775 and 1776 governing payment of prevailing wages and Labor Code Section 1777.5 governing employment of apprentices. All bid submissions shall contain all documents necessary to assure compliance with these California Labor Code Sections. Failure to provide such documentation shall cause any such bid to be deemed incomplete.
- E. When required or determined to be appropriate, bids shall be accompanied by a certified or cashier's check, or bid bond, in the amount specified in the bid form, as a guarantee that the bidder will enter into contract and furnish the required contract bonds. When no longer required for the protection of the District, any certified or cashier's check received shall be returned to the respective bidder.
- F. Business Services shall make available to the prospective bidders bid forms with sets of specifications and drawings and shall provide a convenient place where bidders, subcontractors, and materiel personnel may examine the specifications and drawings.
- G. Facilities shall provide an electronic copy of the plans and specifications and other contract documents to a contractor plan room service at no charge upon request from that contractor plan room.
- H. When permitted, a deposit for sets of plans and specifications may be required and may be refunded when such documents are returned.

## **12. AWARDING OF BIDS AND CONTRACT AWARDS**

- A. The awarding of bids and contracts shall be subject to the following conditions:
  - i. Any and all bids and contract proposals may be rejected by the District.

- ii. All bids shall be opened publicly and bidder shall be given the opportunity to make record of the bids received.
- iii. Bid and contract award recommendations to the Board shall show a tabulation of the bids received in reasonable detail.
- iv. Selection and Award to Lowest Responsible Bidder:
  1. Bid and contract awards shall be made to the lowest responsible bidder substantially meeting the requirements of the specifications. The District reserves the right to make its selection of materials or services purchased based on its best judgment as to which bid substantially complies with the quality required by the specifications.
- v. Selection and Award Based on Best Value:
  1. For the purposes of bid evaluation and selection when the District determines that it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the District may provide for the selection of the lowest responsible bidder on the basis of best value.
  2. "Best value" means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the Board, achieved through methods in accordance with this section and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services.
  3. The District will consider all of the following in a best value selection and award:
    - a. Price and service level proposals that reduce the District's overall operating costs, including end-of-life expenditures and impact.
    - b. Equipment, services, supplies, and materials standards that support the District's strategic acquisition and management program direction.
    - c. A procedure for protest and resolution in the request for proposal.
  4. The District may also consider any of the following in a best value selection and award:
    - a. The total cost to of its purchase, use, and consumption of equipment, supplies, and materials.

- b. The operational cost or benefit incurred by the District.
  - c. The added value to the District, as defined in the request for proposal, of vendor-added services.
  - d. The quality and effectiveness of equipment, supplies, materials, and services.
  - e. The reliability of delivery and installation schedules.
  - f. The terms and conditions of product warranties and vendor guarantees.
  - g. The financial stability of the vendor.
  - h. The vendor's quality assurance program.
  - i. The vendor's experience with the provisions of equipment, supplies, materials, and services within the institutional marketplace.
  - j. The consistency of the vendor's proposed equipment, supplies, materials, and services with the District's overall supplies and materials procurement program.
  - k. The economic benefits to the local community, including, but not limited to, job creation and retention.
  - l. The environmental benefits to the local community.
- vi. The District will award a contract to the lowest responsible bidder, whose proposal offers the best value to the District based solely on the criteria set forth in the request for proposal. The District shall document its determination in writing.
- vii. The District shall issue a written notice of intent to award supporting its contract award and stating in detail the basis of the award. The notice of the intent to award and the contract file must be sufficient to satisfy an external audit.
- viii. The District shall publicly announce its award, identifying the bidder to which the award is made, the price proposal of the contractor awarded the contract, and the overall combined rating on the request for proposal evaluation factors. The announcement shall also include the ranking of the contractor awarded the contract in relation to all other responsive bidders and their respective price proposals and summary of the rationale for the contract award.

- ix. The District shall ensure that all businesses have a fair and equitable opportunity to compete for, and participate in, district contracts and shall also ensure that discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, does not occur in the award and performance of contracts.

**13. OTHER PURCHASING OPTIONS (no bid required)**

- A. The CBO or designee is authorized to make purchases from firms holding public agency contracts without calling for bids where it appears advantageous to do so, or the anticipated expense is under the bid limit.
- B. The CBO or designee may, without advertising for bids within the same county, city, town or district, purchase or lease from other public agencies materials or services by authorization of contract or purchase order.
- C. The CBO or designee may make purchases through the CollegeBuys Program for the Procurement of Goods and Services for Community College Districts, without conducting an independent local bidding process, if the District determines that doing so would result in a lower contract price upon the same terms, conditions and specifications.
- D. The CBO or designee may make purchases through the State of California Cooperative Purchasing Program or operated by the Department of General Services and other public agency contracts and “piggybackable” contracts as allowed by law.
- E. The CBO or designee is authorized to make purchases with a value between \$5,000 and \$250,000 from a certified small business, microbusiness, or disabled veteran business enterprise.

**14. DURATION OF CONTINUING CONTRACTS FOR SERVICES AND SUPPLIES**

- A. Continuing contracts for work or services furnished to the District are not to exceed five years. Contracts for materials and supplies are not to exceed three years.

**15. EMERGENCY REPAIR CONTRACTS WITHOUT BID**

- A. When emergency repairs or alterations are necessary to continue existing classes or to avoid danger of life or property, the CEO or designee may make a contract in behalf of the District for labor, materials and supplies without advertising for or inviting bids, subject to ratification by the Board.



**16. UNLAWFUL TO SPLIT BIDS**

- A. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the Public Contract Code (PC 20657) requiring work to be done by contract after competitive bidding.

**17. RECORD RETENTION**

- A. The District will retain records sufficient to detail the history of procurement. These records include: rationale for the method of procurement, selection of contract type, contractor selection and rejection, and the basis for the contract price.

**18. VENDOR DIVERSITY PLAN**

- A. The CEO will create a Vendor Diversity Plan to increase diversity, equity, and inclusion in the District's vendors.

Reviewed by CPC: 08/30/2022

Next Review Date: Fall 2028