



Request for Proposals:
Educational Master Plan
Preparation Services

RFP # 2022-01

RFP Released: 9/8/2021
Technical Questions Due: 9/17/2021 by 12 pm
Proposal Due: No later than 3:00 pm on 10/8/2021

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



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1.0 Instructions to Vendors

This section will provide necessary information for Vendors to qualify as legally “responsive” to this Request for Proposals (RFP). 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 Inviting Proposals

Notice is hereby given that the governing board of the San Bernardino Community College District (SBCCD or the District), of San Bernardino County, which includes the District and its two colleges, San Bernardino Valley College and Crafton Hills College, is soliciting services for the preparation of its Educational Master Plan (one for each college). SBCCD hereby invites Vendors to submit a proposal according to the terms and procedures defined herein no later than 3:00 pm on October 8, 2021, to the attention of Steve Sutorus, Business Manager, at 550 E. Hospitality Lane, Suite 200, San Bernardino, CA 92408 as per the specifications on file with Purchasing Services. **Due to the current office closures and the Covid-19 response, this RFP submission must be sent and accepted digitally by submitting the full proposal by email to ssutorus@sbccd.edu.**

1.2 Overview

SBCCD is seeking qualified professionals to prepare an Educational Master Plan (sometimes referred to as EMP) for SBCCD's two comprehensive colleges', Crafton Hills College and San Bernardino Valley College, pursuant to the 2021-2026 District Strategic Priorities Plan accepted by the SBCCD's governing board which includes the District's mission, vision, and values.

The intent of the Educational Master Plan is to assess the external and internal environment at SBCCD and provide recommendations on instructional and support programs that will meet the changing needs of the community. The Educational Master Plan shall include a comprehensive review of existing and potential programs based on current data and future demographics. The consultant shall take into consideration potential academic program development (CTE and transfer degrees should receive equal exploration), maximum growth, a build-out for each of the colleges, long-range program development including expansion of existing programs, addition of new programs, one-time and ongoing cost, and direction for the District as a whole.

Given the unique strengths of Crafton Hills and San Bernardino Valley College, the geography of the District, and the impact of COVID-19 on enrollment, the plans must strategize for future student enrollment growth through improved service delivery and new instructional programming, identifying potential over the next decade that is in line with the California Community College System's Vision for Success (<https://www.cccco.edu/About-Us/Vision-for-Success>). Please note, SBCCD is looking for applications that provide enrollment forecasting models and methodology that go beyond standard 1.5% growth projections (e.g., corrects for effects of COVID-19, population growth, high school graduation rates).

The consultant selected shall be required to produce deliverables in the form of evidence-based and collaboratively developed written, graphic, and digital EMPs for each College that complement the SBCCD Board of Trustees' Strategic Priorities Plan while serving as a functional foundation for the later development of SBCCD's Facilities Master Plan. Please note, SBCCD's program review, District Strategic Plan, the Board's Strategic Priorities, and established collegial governance and decision-making processes will be critical factors in the development of the Educational Master Plan. Also note, stakeholder endorsement and Board adoption will be required before the project is considered complete. The final product will include, but will not be limited to:



1. Planning documents that will outline the future direction SBCCD's and its colleges' efforts to increase student success in alignment with the Vision for Success outcomes; with
2. The Board of Trustees' Strategic Priorities in a way that demonstrates clear linkages to the Colleges' Educational Master Plans, the College Plans complementary and not in contradiction; including
3. Consistency with the Facilities Master Plan, noting assignable square footage requirements required to achieve the Plans' projections of enrollment growth and student achievement. A critical component of the final deliverables will be comprehensive analysis for the infrastructure needed to achieve the plan including recommended build-out size by site and justification for development.

The Colleges' Educational Master Plans document will include, but not be limited to:

- District-wide background, including mission, vision and values;
- Distinct College identity and history;
- Trends in each of the College's service area: population & demographics, employment rates, economic conditions, household income, educational attainment, & economic development potential;
- Analysis of instructional programs & services for each college (equal treatment of CTE & transfer programs);
- Prioritization activities;
- Trends in enrollment management (forecasting model clearly specified beyond the standard 1.5% growth), productivity, hiring, and student demographics;
- Growth and opportunity in terms of departments and services, with capacity and projection analysis (equal treatment of CTE and transfer programs); and
- Detailed assessment of college strengths, including an assessment of resources: human, technology, facilities, fiscal, and other.

Interested respondents to this RFP should go to www.sbccd.org to learn more about the District. This website includes information regarding program reviews, Education Master Plans, Facilities Master Plan, and Technology Master Plans that will be essential in the preparation of a response to this RFP. Please refer to the following to assist in the preparation of your proposal.

Program Review:	<ul style="list-style-type: none"> • https://sbccd.edu/district-services/research-planning-institutional-effectiveness/district-program-review/index.php • http://www.valleycollege.edu/about-sbvc/campus-committees/academic-senate/program-review • https://www.craftonhills.edu/about-chc/research-and-planning/planning-and-program-review/index.php
Technology Plan:	https://sbccd.edu/resources/images/2020-05-05%20District%20Assembly%20Addendum.pdf
Environmental Scan:	https://sbccd.edu/district-services/research-planning-institutional-effectiveness/documents/sbccd_mainreport_finalv2.pdf
SBVC Planning Documents:	http://www.valleycollege.edu/about-sbvc/office-of-president/college_planning_documents
CHC Educational Master Plan:	https://www.craftonhills.edu/faculty-and-staff/committees/educational-master-plan-committee/chc-comprehensive-master-plan-20170320.pdf
SBVC & CHC Facilities Master Plans:	https://www.valleycollege.edu/about-sbvc/office-of-president/college_planning_documents/documents/sbvcfmp2016draft.pdf
District Strategic Plan:	https://sbccd.edu/~media/Files/SBCCD/District/Research/Planning/sbccd-dsssp-20170320.pdf



1.3 Rejection of Proposals

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

1.4 Subcontractors

If a subcontractor will be used by Vendor to comply with any portion(s) of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be also specified in the proposal.

1.5 RFP Compliance, Forms, and Certificates

1.5.1 Acknowledgement of Indemnification & Insurance Requirements

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The Vendor 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:

- Commercial general liability including personal injury and property damage in the amount of \$1,000,000 and \$5,000,000 aggregate;
- Employer's liability in the amount of \$1,000,000;
- Professional liability in the amount of \$1,000,000;
- Automobile liability, all automobiles, in the amount of \$1,000,000 for combined single limit

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

1. All policies, except for workers' compensation, and employer's 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.
2. The workers' compensation and employer's liability policies shall be endorsed to waive all rights of subrogation against San Bernardino Community College District.
3. SBCCD does not represent or warrant that the types or limits of insurance adequately protect Vendor's interest or sufficiently cover Vendor's liability. Failure by Vendor to maintain the insurance coverage specified herein shall be considered a material breach of any agreement with SBCCD.
4. Prior to commencing work, Vendor will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that coverage will not be canceled or materially changed except upon 30 days' written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy, signed original in the mail to the San Bernardino Community College District, Attn: Business Services, 550 E. Hospitality Lane, Suite 200, San Bernardino, CA 92408-0108.

1.5.2 Non-Collusion Declaration

Vendors must complete a declaration that its proposal is, in all respects, fair and without collusion or fraud. Please see Appendix A.



1.5.3 Confidentiality

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

1.5.4 Debarment Certification

SUBCONTRACTOR must certify that its company, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

1.6 Public Records Act

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 Vendor of any public request for disclosure of such documents.

1.7 Proposal Format

Vendor shall use the forms, format, and appendices described herein. It is the intent of this RFP to ascertain full disclosure of all costs related to the successful implementation of the services requested. If there are additional costs or requirements not covered in the RFP, it is the Vendor's responsibility to present that information during the RFP window (the time following RFP release and the date RFP responses are due). All proposals should be submitted in the following format to enable SBCCD to make a fair evaluation. Use of alternate forms, failure to disclose additional costs or information, and/or failure to follow this format may constitute disqualification.

1.7.1 Proposal Format – Cover Letter

A dated, signed cover letter must accompany the proposer's RFP response. An unsigned cover letter shall cause the proposal to be rejected. The letter must also contain the following:

1. The Vendor's name, address, e-mail address, and telephone number.
2. The name, title or position, and telephone number of the individual signing the cover letter.
3. A statement indicating that the individual signing the cover letter is authorized to bind the Vendor contractually.
4. The name, title or position, and telephone number of the primary contact, if different from the individual signing the cover letter.
5. A statement indicating that all addenda (if any), forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
6. A statement to the effect that the proposal is a firm and irrevocable offer, good for 180 days.
7. A statement acknowledging that all documents submitted will become a matter of public record.
8. A statement expressing the Vendor's willingness to perform the services as described in this RFP.



9. A statement expressing the Vendor's availability of staff and other resources necessary for performing all services and providing all deliverables within the timeframes described in the RFP.
10. A statement that, to the best of the signer's knowledge and belief, he or she maintains, under penalty of perjury under the laws of the State of California, that the information in the proposal is true & correct.

1.7.2 Proposal Format – Vendor Information

1. Type of Firm – Is the Vendor a corporation, proprietorship, partnership, joint venture, or other. If other, please describe.
2. Licensing – Provide current corporate (or other applicable) license numbers.
3. Years in Business – Indicate how many years the Vendor has been in business under this name. Has the Vendor change its name in the past three years? If yes, please provide former name(s).
4. Officers and/or Managing Employees – Provide full name of the Vendor's officers and managing employees as they relate to this RFP. Has there been any changes in control or ownership of the firm within the past three years? If yes, please explain.
5. Licenses Suspended or Revoked – Have any officers or principals of the firm ever had their business license suspended or revoked? If yes, please explain.
6. Pending Legal Actions – Are there any legal actions pending against the Vendor or members of the Vendor team? If yes, please explain in detail.
7. Pending Disputes/Allegations – Are there any disputes or allegations pending against the Vendor or members of the Vendor team? If yes, please explain in detail.

1.7.3 Proposal Format – Vendor Overview & Approach to Task Completion

1. General Overview of The Company – Describe the philosophy and areas in which the Vendor excels, especially as it relates to this specific project.
2. Process – Define and outline the process that will be followed to complete the scope of services.
3. Approach – It is the responsibility of the Vendor to deliver a high-quality Educational Master Plan. Describe the techniques to be employed, as well as the anticipated work plan and schedules. Include the qualitative and quantitative data elements that will be used in delivering a data-driven Master Plan.
4. Statement of Qualifications/Team Description and Relevant Professional Experience – Provide names and educational/professional backgrounds for each team member, including sub-contractors, if applicable. Describe the experience of each team member relative to college/campus long-range and master planning, and the proposed role for each team member.
5. Project Experience – List projects in chronological order in which team members were involved. Indicate whether project was done by the Vendor or by the team member while employed in another firm.
6. Participation – What strategies will you use to assure the appropriate participation from District colleges and constituencies?
7. Current Work – List of educational master plans completed within the past five years, including names of contacts. Provide samples of at least two completed projects.
8. Client Relationships and References – Provide names, addresses, telephone numbers, and email addresses of at least four clients who can evaluate work that has been completed by the consultant(s)/firm in the past five years.



9. Collaborations – Is the Proposal a joint venture? Please describe the division of responsibilities between the participating companies, reason for teaming, the offices that will be primary participants, and the percentage of interest of each firm. All costs associated with this joint venture is the sole responsibility of the Vendor.
10. Other Information – Provide any other information that better describes the attributes of your firm.
11. Completion Timeline – Time is of the essence in this project. Propose a timeline using a nine-month completion date, and provide a detailed schedule of activities and benchmarks for completing the scope of the Master Plan.

1.7.4 Proposal Format – Legal Specifications

RFP Appendix B is an example of SBCCD's professional services agreement, including all of SBCCD's required legal clauses. Vendors may wish to identify any term or condition contained in the sample professional services agreement for which modification is requested. If modifications are proposed, exact language must be included. Vendor may wish to clarify its response on the legal specifications and its policies with respect to contract negotiations. A blanket rejection of all SBCCD professional services agreement terms in lieu of Vendor standard contract terms will deem Vendor as non-responsive and may remove them from consideration.

1.7.5 Proposal Format – Vendor Price

1. Billable Hours – Vendor shall indicate the title of each team member to be assigned to this project, along with the billable hourly rate, and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.
2. Inclusive – Vendor's price shall include a statement that all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses are included in the quoted billable hours.
3. Not To Exceed Amount – Vendor shall include a not to exceed amount for the contract.

1.7.6 Proposal Format – Proposal Appendices

1. Proposal Appendix A: Non-Collusion Declaration – Vendor must complete this standard, self-explanatory form, which is RFP Appendix A.
2. Proposal Appendix B: Sample SBCCD Professional Services Agreement
3. Proposal Appendix C: Vendor Profile Form & Designation of Names. This is the official signature page for the RFP Response and where pertinent information is identified.
4. Proposal Appendix D: Financial statements – Vendor should furnish information that accurately depicts its financial stability.
5. Proposal Appendix E: Local Vendor Designation – Please fill out and include the local vendor designation form and provide all of the necessary documentation if your firm qualifies.

1.8 Proposal Submission

Due to the current office closures and the Covid-19 response, this RFP submission must be sent and accepted digitally by submitting the full proposal by **email to: ssutorus@sbccd.edu** by the proposal due date/time: **10/8/2021 at 3 p.m.** In addition, ten (10) copies of the proposal in addition to a flash drive containing the



electronic RFP response are required. 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 SUBCONTRACTOR name, address and San Bernardino Community College District, SBCCD Educational Master Plan Preparation Services RFP 2022-01. No proposals may be withdrawn after submission.

1.9 Vendor Conduct

During the RFP window (from release of this RFP to final award), Vendor is not permitted to contact any SBCCD employee or member of the governing board unless requested to do so by SBCCD's designated contact person (found on the title page of this RFP), or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.10 Questions Regarding RFP

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to Steven Sutorus, Business Manager at ssutorus@sbccd.edu no later than 12 pm on 9/17/2021. The evaluation committee 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 RFP is detailed in RFP Appendix B and Section 3.0 related thereto. No terms or conditions can be added or changed by Vendor after the proposals are received by SBCCD. Attempts to change specified terms or conditions after proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. Vendors may propose alternate and additional language to the terms provided, but these would be subject to negotiation and acceptance by SBCCD.

1.12 Evaluation of Proposals

Proposals will be reviewed by a team of District representatives appointed by the Chancellor and initially evaluated on the written response to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations, if desired by the District. Negotiations are scheduled to take place during November 1-12, 2021 and will require the mandatory participation of the representative responsible for binding the contract of the submitting firm. The evaluation team will recommend the award of an agreement to the governing board. The team's analysis will include, but is not limited to the following criteria:

1. Responsive:
 - a. Compliance with required forms and certificates
 - b. Adherence to the RFP response forms and/or format
 - c. Acceptance of SBCCD's legal specifications as outlined in Section 3.0
 - d. Complete consideration of all project specifications
 - e. Complete cost proposal
2. Specialized Criteria:
 - a. Strict adherence to minimum qualification criteria
 - b. Specialized experience and technical competence of the firm considering the type of service required, record of performance, support from past clients, and experience of proposed personnel
 - c. Knowledge and understanding of the local environment and local presence for interfacing with the District



- d. Stability of the firm
- e. Demonstrated master planning management experience
- f. Quality of proposed services to be rendered (see rubric on next page)

3. Other Criteria:

- a. Pricing
- b. Interview and Presentation

1.13 Cost of Proposal Development

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

1.14 RFP Interpretation & Addenda

Any changes, clarifications, or other interpretations regarding this RFP will be sent by SBCCD to each Vendor who has received or requested an RFP and in addition, will be posted on District's website. These Addenda will become part of the RFP and will be included by reference in the final contracts between the Vendor (s) and SBCCD.

1.15 Award

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

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

1.16 Indemnification

Vendor 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 Vendor or Vendor'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 Vendor or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) Vendor 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 Vendor 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 Vendor shall furnish immediately to SBCCD copies of all pertinent papers received by the Vendor. If the amount of the liability claimed exceeds the amount of insurance coverage, the Vendor 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 1090-1097) of the Government code of the State of California.

1.19 Final Contract

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

1. The final agreement between SBCCD and the Vendor.
2. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the final agreement.
3. The Vendor proposal in total, including all addenda and attachments.
4. This RFP as originally released, with appendixes, exhibits, and any addenda released prior to proposal opening.
5. RFP response and any addenda released prior to proposal opening.

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

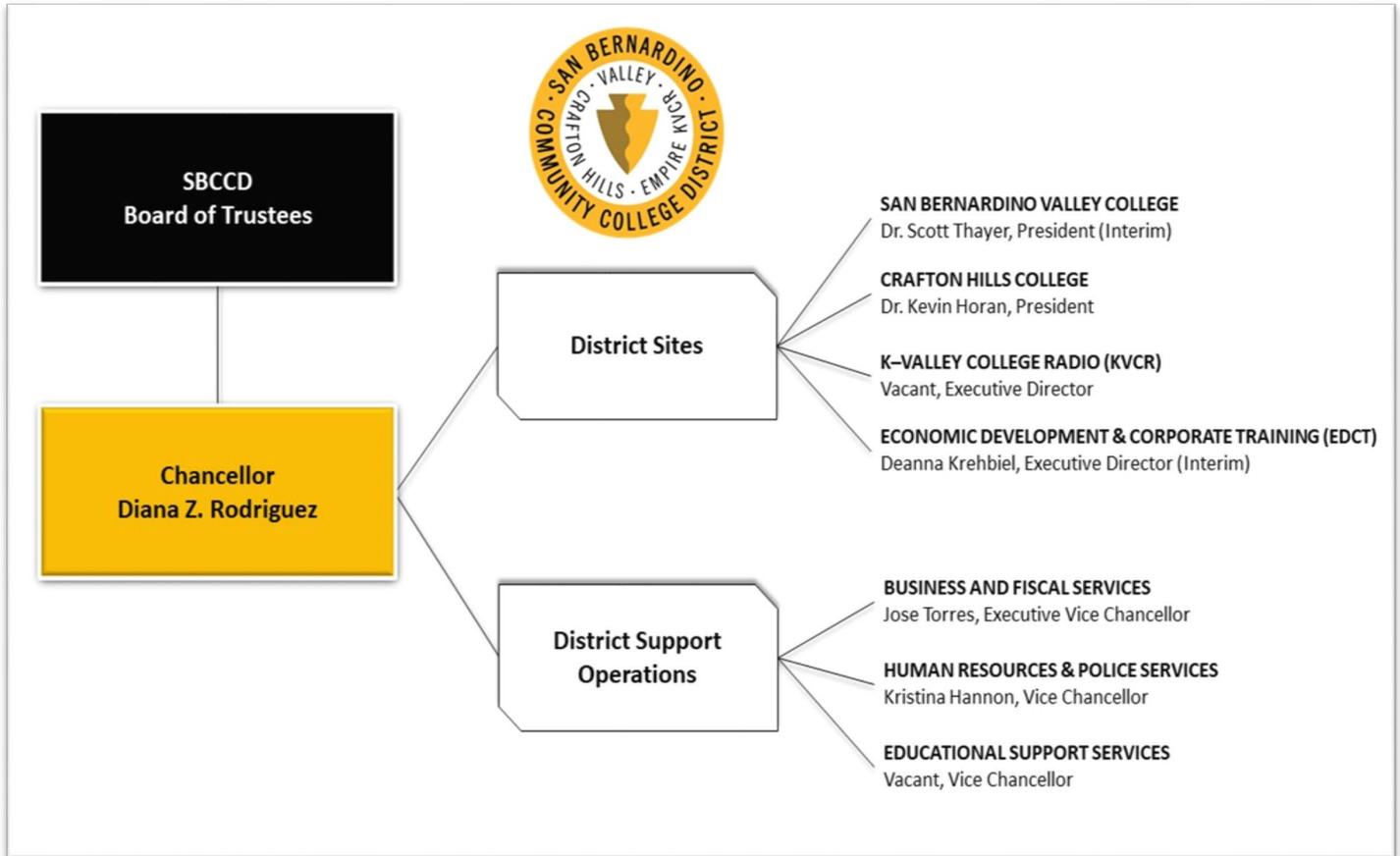
1.20 Anticipated Timeline (subject to change)

Event	Tentative Date
Distribution of RFP (response window opens)	9/8/2021
Technical Questions Due	9/17/21 by noon
District's Response to Proposal Questions	9/24/21
Proposals Due (response window closes)	10/8/21, by 3:00 pm
Proposal evaluated (top 3)	10/11 – 10/22/2021
Interviews	10/25 – 10/29/2021
Contract Negotiations	11/1 – 11/12/2021
Anticipated governing board approval	12/9/2021



2.0 District Profile

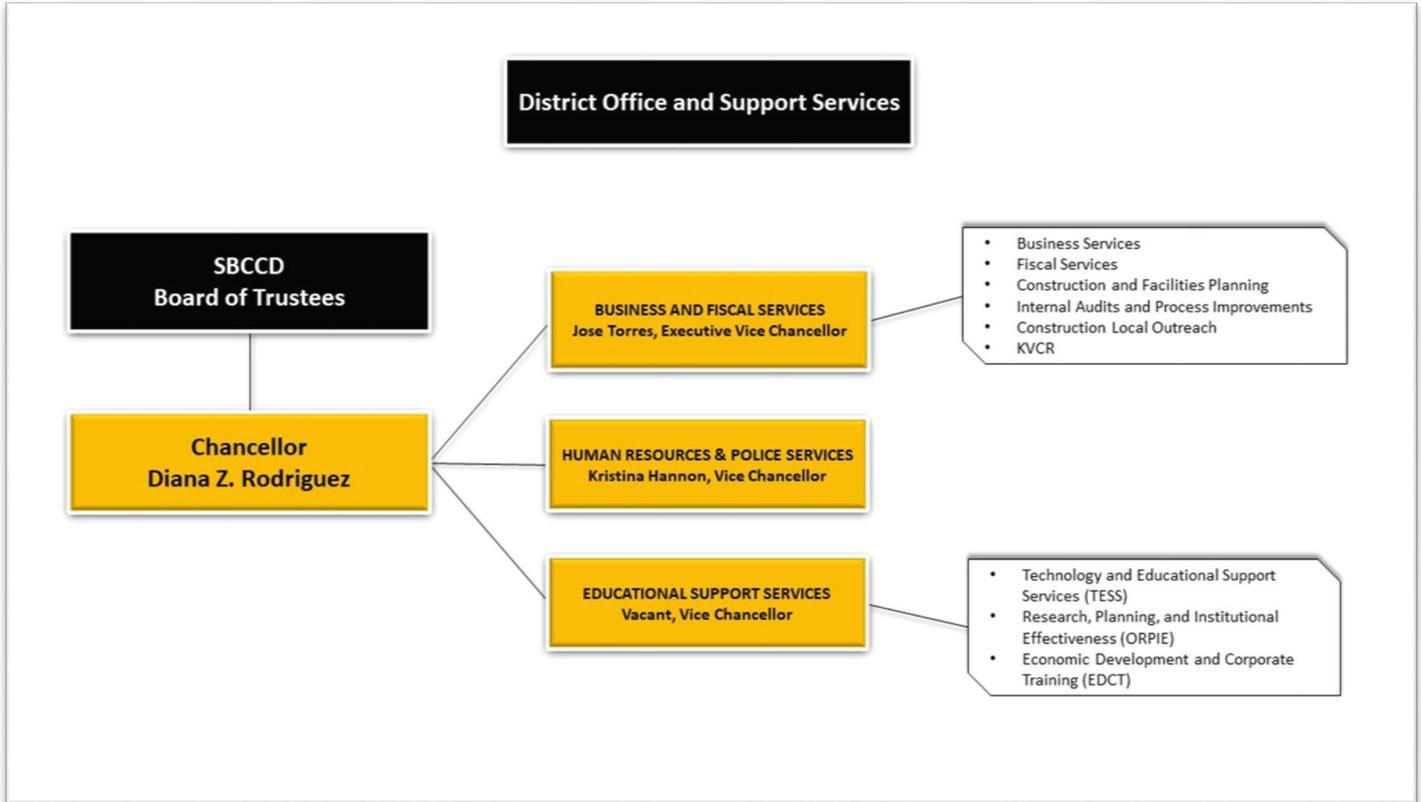
2.1 District Overview & General Information



SBCCD is one of 72 community college districts within the California Community College system – the largest educational system in the world – which encompasses 116 community colleges. SBCCD has a 95-year history of providing its community and students with quality and affordable vocational certificates, associate's degrees, and preparation for transfer to four-year colleges or universities through San Bernardino Valley College (SBVC) and Crafton Hills College (CHC). In addition, the Economic Development and Corporate Training (EDCT) division and KVCR TV-FM provide professional development, as well as cultural and educational information to the community at large. SBCCD does not discriminate on the basis of age, color, creed, religion, disability, marital status, veteran status, national origin, race, sex, sexual orientation, gender identity or gender expression.



2.2 District Office & District Support Services



Diana Z. Rodriguez became the 16th chancellor of SBCCD on August 1 of 2021. Reporting to Chancellor Rodriguez are the presidents of San Bernardino Valley College and Crafton Hills College; the Executive Vice Chancellor of Business and Fiscal Services; the Vice Chancellor of Human Resources and Police Services; the Vice Chancellor of Education Services; and the executive management team for District Support Operations.

Districtwide Support Operations (DSO)

The Executive Vice Chancellor is responsible for business services, facilities planning, emergency management, and construction, fiscal services, internal audits, and Empire KVCR.

- **Business Services** – Responsible for district purchasing, including contracts, bid preparation and analysis, purchase orders, vendor relations, and compliance; fixed assets management; warehouse operations; and risk management.
- **Facilities Planning, Emergency Management & Construction** – Responsible for all functions associated with facilities planning, emergency management and construction, including oversight of the bond program; compliance with regulatory bodies; environmental health and safety; district courier service; and district site maintenance and operations.
- **Fiscal Services** – Responsible for district fiscal activities, including budgeting, cash flow management, accounting, accounts payable, payroll, student loans and refunds, and compliance with regulatory bodies.



- **Internal Audit** – Responsible for developing, planning, organizing and directing the districtwide internal audit program, and conducting independent appraisals of the financial operating and accounting systems of the District to determine compliance with District policies and governmental regulations.
- **Empire KVCR TV-FM** – KVCR is a dual license television and radio broadcast station responsible for acquiring, producing and disseminating educational, informational and cultural content via all platforms, including TV, FM radio and online.

Human Resources and Police Services

Human Resources provides support services for San Bernardino Valley College and Crafton Hills College, as well as KVCR-FM/TV, the Economic Development and Corporate Training Center and the District Office. The Department is responsible for coordinating recruitment and staffing, employee/employer labor relations, equal employment opportunity, employee training and development, compensation and benefits, employee services, and regulatory compliance.

The SBCCD Police Department (PD) is accredited by the California Commission on Peace Officer Standards and Training (POST), and operates 24 hours a day, 7 days a week. District Police Officers are sworn and duly commissioned by the State of California as defined in Section 830.32 of the Penal Code and Section 72330 of the California Education Code. Their police powers extend throughout the State of California. The SBCCD PD is responsible for protecting the lives of the campus community as well as the District's property interests. The sworn personnel are supported by non-sworn College Security Officers that assist in providing a safe and secure districtwide learning and working environment.

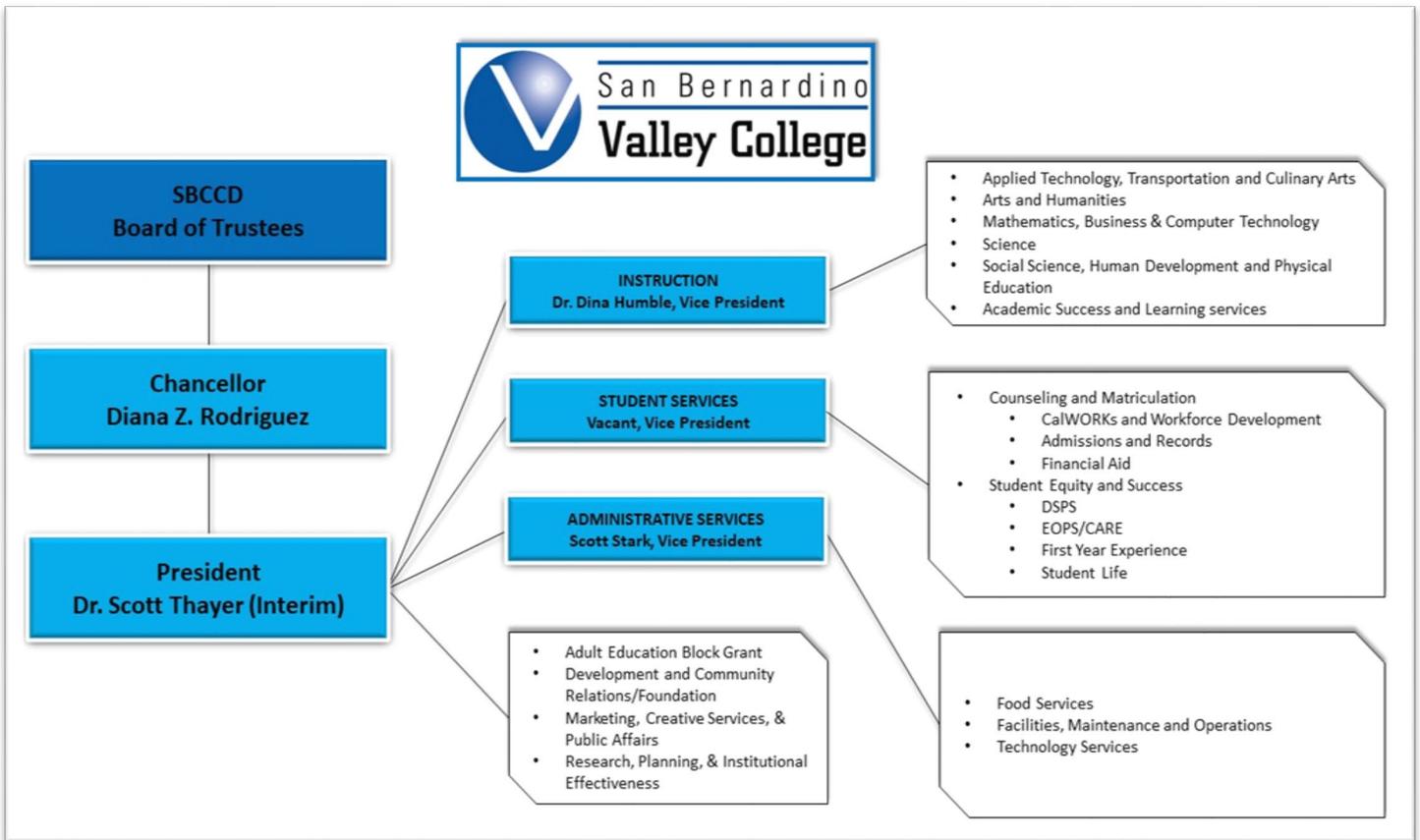
Technology & Educational Support Services (TESS)

The Chief Technology Officer is responsible for Administrative Applications, Campus Technology Services, District Technical Services, Distance Education, Printing and Graphics, and the Alternate Text Production Center.

- **Administrative Applications** – Provides planning, implementation, development, support and management services in support of districtwide software systems.
- **Campus Technology Services** – Provides on-campus technology solutions and technology support for academic and administrative personal computers, desk-top software, academic software, conferencing and video delivery & deployment, maintenance, support and upgrade of servers for their respective colleges (responsibility shared between Associate Vice Chancellor TESS & College VP of Administrative Services).
- **District Technical Services** – Provides districtwide technology services that includes network infrastructure management; telecommunications; the deployment, maintenance, support and upgrade of servers, desktop computers (district offices only), software, operating systems and printers.
- **Distance Education** – Provides services to assist in delivery of on-line course work and class management. Distance education provides system support for instructional assistance for faculty, as well as workshops and training for faculty and staff through coordination with each college's Professional Development departments.
- **Printing and Graphics Services** – Provides in-house printing and graphic consulting services to the District.
- **Alternate Text Production Center (ATPC)** – From existing print or electronic documents, the ATPC creates alternate media products for use by California Community College students with print-related disabilities.



2.3 San Bernardino Valley College



Instructional Services

The Instruction Office is responsible for working with the instructional divisions to develop a balanced schedule of classes to meet student needs. In addition, the Instruction Office provides administrative support for the development of new courses, as well as leadership to ensure the quality of the instructional program of the college. The Vice President of Instruction for SBVC is responsible for all instructional matters including accreditation and the academic divisions with their respective departments.

- **Applied Technology, Transportation & Culinary Arts:** Aeronautics, Automotive, Diesel, Culinary Arts, Food & Nutrition, Electricity & Electronics, HVAC/R, Technical Calculations, Machine Trades, Welding, Inspection Technology, Water Supply Technology
- **Arts & Humanities:** Art, Communication Studies, RTVF, English, Modern Languages, Music, Theatre Arts, Dance, Reading
- **Mathematics, Business & Computer Technology:** Accounting, Business Administration, Business Calculations, Real Estate, Computer Information Technology, Computer Science, Mathematics



- **Science:** Architecture, Chemistry, Physical Science, Biology, Geology, Oceanography, Pharmacy Technology, Geography, Geographic Information Systems, Nursing, Psychiatric Technology, Physics, Astronomy, Engineering
- **Social Science, Human Development & Physical Education:** Administration of Justice, Corrections, Anthropology, Sociology, Child Development, Economics, History, Human Services, Physical Education, Health, Philosophy, Religious Studies, Political Science, Psychology

Student Services

The Vice President of Student Services for SBVC is responsible for all student services matters including counseling and matriculation, student development and success, and special services.

- **Admissions & Records** – Provides enrollment services, including registration, transcripts, and graduation.
- **California Work Opportunity and Responsibility to Kids (CalWORKs), and Workforce Development** – Provides intensive instruction, counseling, and support services such as childcare and work experience to students receiving Temporary Assistance for Needy Families (TANF) benefits.
- **Cooperative Agencies Resources for Education (CARE)** – Provides supplemental financial support and services to qualified students who are single heads of household.
- **Counseling** – Provides students counseling and career services.
- **Disabled Student Programs & Services (DSPS)** – Ensures access to educational opportunities for students with visual, hearing, physical, learning, and mental disabilities.
- **Extended Opportunities Programs and Services (EOPS)** – Provides supplemental services and financial aid to academically and financial at-risk students.
- **Financial Aid** – Oversees application for and disbursement of federal and state financial aid.
- **Foster and Kinship Care Education** – Provides quality education and support opportunities for care givers of children and youth in out-of-home care so that these providers may meet the educational, emotional, behavioral and developmental needs of children and youth.
- **Library Services** – Affords students library and learning resource services.
- **Outreach and Recruitment** – Disseminates SBVC information, stimulates SBVC prospective student enrollment growth through outreach and recruitment activities in service area high schools, maintains strong collaborative working partnerships with area high school personnel, establishes a positive image of SBVC, and maintains strong working relationships with churches, community organizations, political agencies and businesses.
- **Puente Program** – Provides counseling, mentoring and writing components for successful statewide transfer program.
- **Success through Achievement and Retention (STAR)** – Provides counseling and supplemental services.
- **Student Health Services** – Provides first aid, urgent care, and mental health services.
- **Student Life** – Promotes student engagement in clubs and co-curricular activities. Supports and guides the Associated Student Government.
- **Transfer Center** – Provides information and guidance about transfer opportunities, as well as support for the transfer process.
- **Tumaini Program** – Affords students a learning community designed to increase academic and personal success, and promote transfer to four-year colleges and universities.



- **Veterans** – Provides veteran student referral, certification, and liaison support services.
- **Welcome Center** – Provides students assistance with admissions, registration and advising in a one- stop location.

Administrative Services

The Vice President of Administrative Services is responsible for the maintenance, operations, budgeting, safety compliance, and business office of the college.

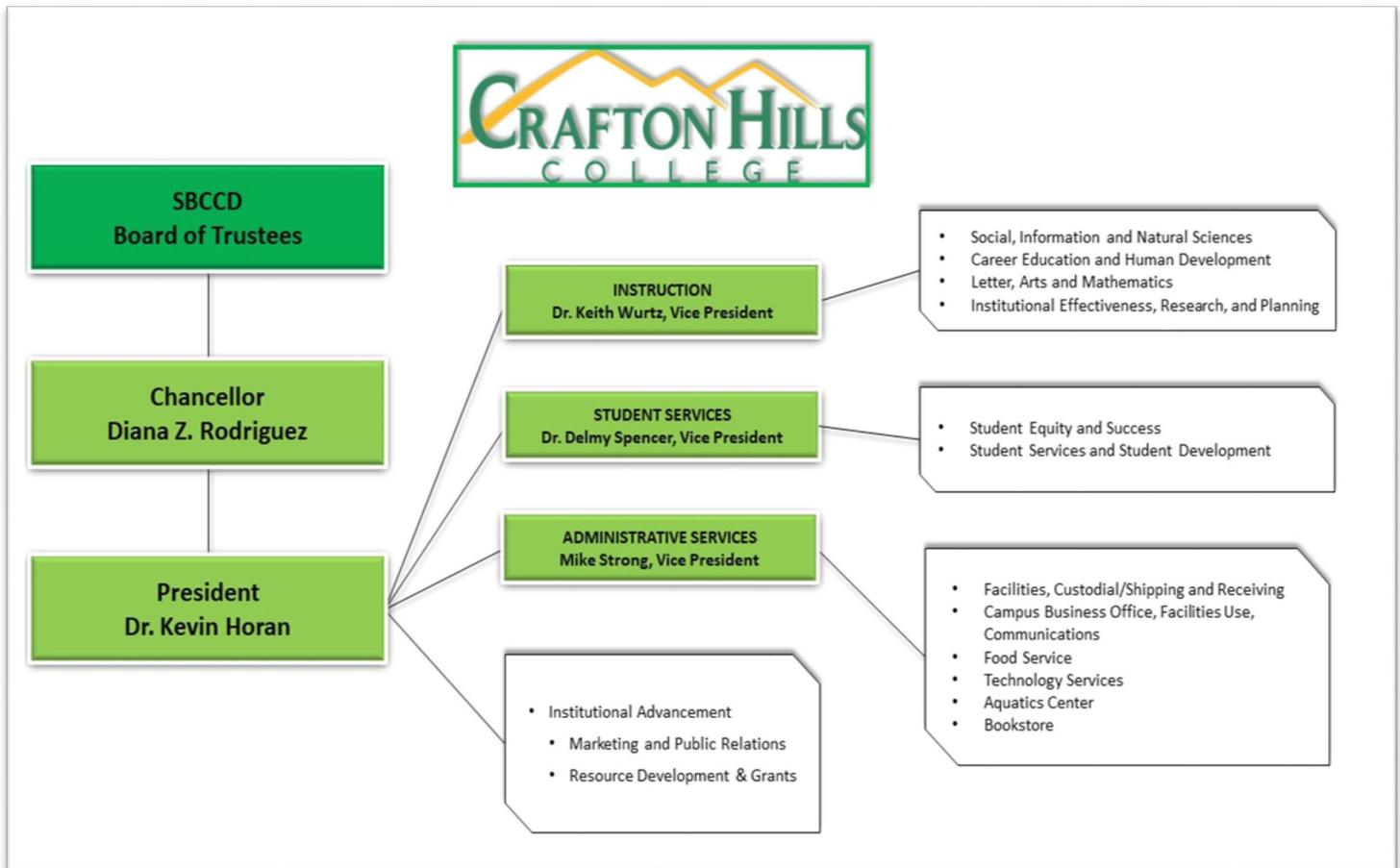
- **Administrative Services** – Handles budget development and management, facilities use and reservations.
- **Bookstore** – Provides students with new and used textbooks, supplies, and clothing.
- **Cafeteria & Snack Bar** – Provides meals and food service to students, staff and faculty.
- **Campus Business Office** – Responsible for management of parking permits and handling of college funds.
- **Capital Projects** – Oversight & management of capital improvements/construction and modernization.
- **Mailroom** – Provides mail service to campus departments, faculty, staff and students.
- **Maintenance and Operations** – Responsible for maintenance and operations of facilities and grounds.
- **Switchboard** – Provides callers with information and directs calls to campus offices and departments.
- **Technology Services** – Responsible for researching, specifying, acquiring, approving, installing, maintaining, and replacing all campus-owned computer and instructional technology resources.

Departments Reporting to the President

- **Development and Community Relations/Foundation** – Responsible for raising private donations and administering Foundation scholarships.
- **Marketing and Public Relations** – Responsible for all college media relations, advertising publications, website, and social media.
- **Middle College High School (MCHS)** – Responsible for the administration of MCHS operations. Serves as a liaison with San Bernardino Unified School District personnel.
- **Police Academies** – Responsible for the administration and supervision of Police Academy programs.
- **Research, Planning and Institutional Effectiveness** – Responsible for collecting, analyzing and reporting data, coordinating campus planning, and educational master planning and professional development. This includes development of new grant proposals and management of existing grants for the institution.



2.4 Crafton Hills College



Instructional Services

The Vice President of Instruction for Crafton Hills College is responsible for all instructional matters including educational master planning, accreditation, Research and Institutional Effectiveness, and three academic departments.

- **Social, Information and Natural Sciences:** Business, Economics and Information Technology, Communication and Language, Fine Arts, Health and Physical Education, Physical and Biological Sciences, Social Sciences, Science, Technology, Engineering, and Mathematics (STEM) Pathways Grant
- **Career Education and Human Development:** Allied Health Services, Human Development, Public Safety and Services, Emergency Training Center
- **Letters, Arts & Mathematics:** English and Reading, Mathematics, *Library Science*, *Tutoring Center*
- **Research, Planning and Institutional Effectiveness** – Responsible for collecting, analyzing and reporting data, coordinating campus planning, and professional development.



Student Services

The Vice President of Student Services for Crafton Hills College is responsible for all student services matters including counseling and matriculation, student development and success, and special services.

- **Admissions & Records** – Provides enrollment services, including registration, transcripts, and graduation.
- **California Work Opportunity and Responsibility to Kids (CalWORKs)** – Administers this program designed for students who receive public assistance. The program provides education, training, and supportive services to eligible students.
- **Cooperative Agencies Resources for Education (CARE)** – Provides supplemental financial support and services to qualified students who are single heads of household.
- **Counseling, Matriculation, and Student Equity** – Provides students counseling and career services. Oversees Diversity, Equity, Inclusion and Anti-Racism (DEI-A) initiatives.
- **Disabled Student Programs & Services (DSPS)** – Ensures access to educational opportunities for students with visual, hearing, physical, learning, and mental disabilities.
- **Extended Opportunities Programs and Services (EOPS)** – Provides supplemental services and financial aid to academically and financial at-risk students.
- **Financial Aid** – Oversees application for and disbursement of federal and state financial aid.
- **Health and Wellness** – Provides first aid, urgent care, and mental health services.
- **Left Lane Program** – Incorporates a comprehensive, research-based approach to create clear pathways for students from application to completion to reduce the average amount of time it takes students to earn an associate degree at Crafton.
- **Student Life** – Promotes student engagement in clubs and co-curricular activities, and supports and guides the Associated Student Government.
- **Veterans** – provides veteran students referral, certification, and liaison support services.

Administrative Services

The Vice President of Administrative Services is responsible for the maintenance, operations, budgeting, safety compliance, and business office for the college.

- **Administrative Services** – Responsible for budget development and management, facilities use and reservations.
- **Bookstore** – Provides students with new and used textbooks, supplies, and clothing.
- **Cafeteria & Snack Bar** – Provides meals and food service to students, staff and faculty.
- **Campus Business Office** – Responsible for management of citations, parking decals, and the handling of college funds.
- **Capital Projects** – Oversees and manages capital improvements/construction and modernization.
- **Maintenance and Operations** – Responsible for maintenance and operations of facilities and grounds.
- **Technology Services** – Responsible for researching, specifying, acquiring, approving, installing, maintaining, and replacing all campus owned computer and instructional technology resources.

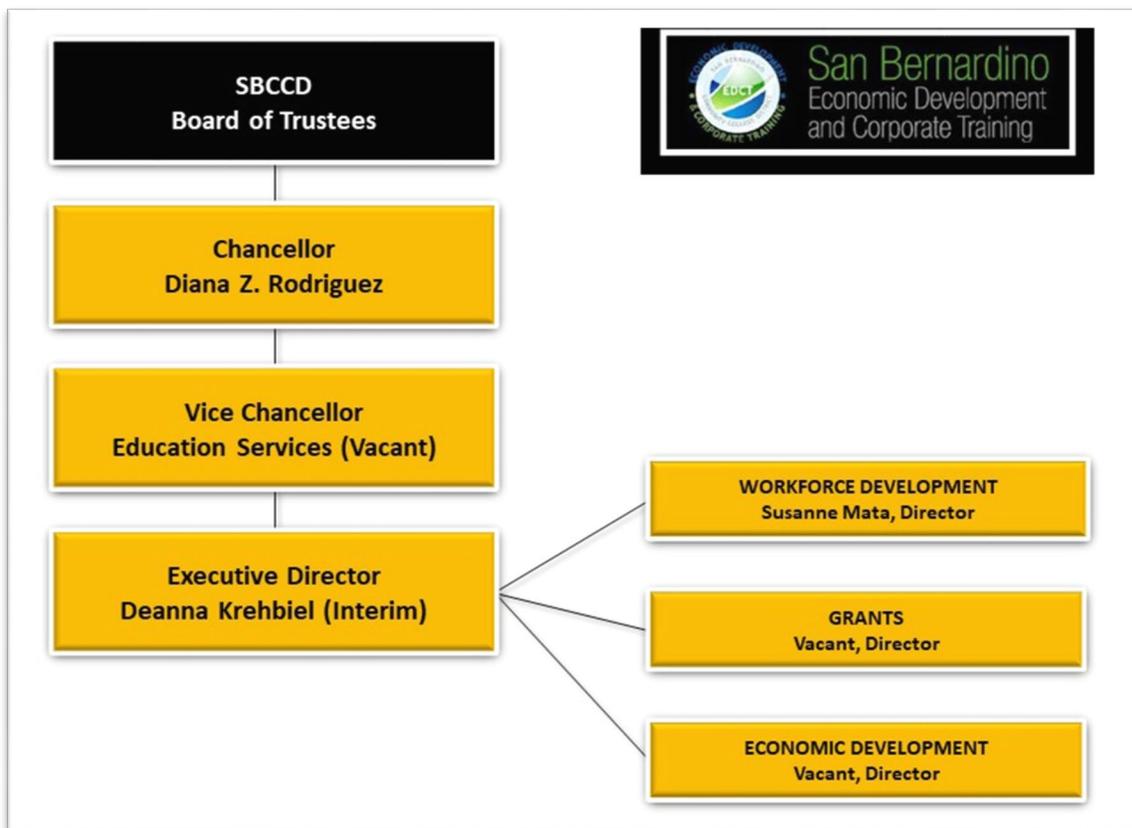
Departments Reporting to the President

- **Institutional Advancement** – Responsible for all college media relations, advertising, publications, website, and social media.



2.5 Economic Development & Corporate Training

Two aspects of SBCCD’s mission are to develop the skill level of the workforce and to provide a rapid response to businesses economic and workforce development needs. The Economic Development & Corporate Training (EDCT) department expands the services of the traditional colleges and is the rapid-response, customized training and technology transfer, and the research and development arm for SBCCD and within the community college system. EDCT collaborates with businesses, labor, public agencies, and community organizations to upskills adult workers with customized training programs that address local business needs aiming to improve the lives of its local community. SBCCD is an active partner with Inland Empire businesses and industries in expanding the knowledge base to increase competitiveness and improve the quality of life for all residents. Through its economic and workforce development programs, EDCT delivers innovative, proven, and responsive training solutions that yield workforce improvements. EDCT provides lifelong upskilling for all populations to stay competitive in their 30 to 40-year career supporting technological changes in the workforce and promoting economic prosperity through wage gains. In addition, EDCT delivers customized introductory and advanced skills training to marginalized populations, historically underrepresented residents, individuals with barriers to employment, incumbent workers, justice-involved, students, unemployed, under-employed, and entrepreneurs within its community. These programs assist participants to get back on their feet and become a productive member of society while furthering their career. Some programs include those described below.





Justice-Involved Training (Prison2Employment, Probation, Parole, HRCC SB1, Sheriff)

EDCT provides short-term technology training solutions for justice-involved residents in the Inland Empire in emerging and high demand, high growth occupational fields. Training includes forklift and OSHA 10 certification, BIA and CalcIMA construction training, NABTU MC3 apprenticeship readiness, New World of Work-work readiness, Logistics, office operations, machining, and welding. Programs include assessment, orientation, resume development, interviewing skills, job placement and upon successful completion receive a suit to interview.

Incumbent-worker, Professional Development Training: Employment Training Panel (ETP)

EDCT serves the human capital development and customized training needs of private and public sector employers in the Inland Empire. By obtaining contracts and grants from state and federal agencies and the State of California Employment Training Panel (ETP), EDCT provides cost-free customized and off-the-shelf training programs to incumbent and unemployed, displaced, and underemployed workers in the Inland Empire. The short-term customized training solutions offered to regional employers help them in upgrading the skills of their employees and improving their job performance which, in turn, increases overall productivity and profitability.

Caltrans Work Crew Project

EDCT received a \$3.1 million, third three-year contract from the California Department of Corrections and Rehabilitations (CDCR) to coordinate the “Caltrans Work Crew Program” for parolees in collaboration with the California State University (San Bernardino) Re-entry Initiative (CSRI), Mountains Foundation of Southern California, and Caltrans. The program helps individuals recently released from prison with transitional paid-work cleaning roads and highways. The program provides hands-on job training and social services to promote successful reintegration into the community and positive work habits. Since 2013, our program has produced a 65% job placement rate, and only 2.5% of our participants return to custody helping to reduce the state’s recidivism rate.

Utility-Line Clearance Arborist Training

EDCT is collaborating on a statewide project with Pacific Gas & Electric, Butte-Glenn Community College District, Utility Arborist Association, Tree Care Industry Association, IBEW Local 47, Mowbray’s Tree Services, California Conservation Corps and SoCal Edison to prevent wildfires started by sparking utility equipment. The 200-hour program clears vegetation near power lines utilizing tree chippers and chain saws for fire mitigation. Trainees receive certification in OSHA 10, CPR, First Aid, Flagger, Chainsaw use and maintenance, Chipper, Bucket Truck, and include Class B overview, Tree ascending, descending and rescue techniques. Graduates begin working at \$21.63/hour.

The Regional Office of the Deputy Sector Navigator for ICT/Digital Media

Working collaboratively with the 12 regional community colleges, the Office of the Deputy Sector Navigator coordinates the alignment and articulation of Information and Communications Technology (ICT)/Digital Media related programs and curriculums consistent with the labor market demands of the Inland Empire.



EDCT Buildings

EDCT consists of three buildings located at 114 S. Del Rosa Drive. The Applied Technology Training building houses the Utility Line Clearance, forklift certification, OSHA, electric motors, programmable logistic controls, hydraulics, pneumatics, industrial electrical applications, advanced industrial controls, electro-magnetic induction, variable frequency drive, and advanced industrial automation. The professional development center building houses soft-essential skills training such as excel for business, leadership, supervisory, and emotional intelligence skills as well as a computer lab and suit room for marginalized populations training. The EDCT building houses the administrative staff and supplies. In addition, another building is currently under construction. The 8th street building located in downtown San Bernardino will be complete in 2024 and will offer justice-involved individuals skills upgrade opportunities that will lead in higher paying in-demand jobs.

3.0 Legal Specifications

SBCCD's legal specifications are contained in a sample contract template in RFP Appendix B. 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 Vendor agreements and to augment them where there are provisions required by SBCCD that are not included in the existing Vendor 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 Vendor standard forms and/or boilerplate does not constitute a response to these legal specifications.

4.0 Project Specifications

This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful proposal. Services proposed in addition to the scope of project should be separately identified and quoted, and SBCCD shall consider these additional services optional.

4.1 Desired Qualifications

In order to be considered for this program, the Master Planning firm must meet all of the following criteria:

Location: Professional firm based in California

General Experience: Minimum of 5 California Community college educational master plans

Relative Experience: Experience with a minimum of 5 California Community colleges.

Experience with Outside Governmental Agencies: Able to demonstrate experience working with public agencies, i.e. California Community College Chancellor’s Office, etc.

Relevant Staffing: Project manager has a minimum of 5 years of experience managing or working with educational programs/projects in California Community colleges

Operational Support: Experience with local estimating and have a database of local construction costs

Insurance: Able to meet all insurance requirements indicated in the RFP



4.2 Information & Scope of Service

This RFP serves to solicit proposals from qualified professional firms and/or individuals that have demonstrated the ability to successfully develop, compose and produce an Educational Master Plan, while encompassing and defining prospective areas of interest beyond those which are presently served.

The development of the Colleges' Educational Master Plans will require the consultant selected to form distinct efforts to engage and participate in a variety of tasks and activities with each Colleges' leadership, to include shared governance leaders, administrators, faculty, classified professionals, and students. At each College, the leadership will lead the Educational Master Plan's efforts, directing the efforts of the consultant team, resulting in plans that are a product of each College community and shared governance structure. In order to achieve legitimacy, each plan will be crafted drawing from and relying upon the larger College communities and the shared governance structure. It is critical that the consultant see their role in assisting an authentic process that reflects the College communities, works closely at the direction of senior leadership, garners broad input and feedback, contributes to formatting and editing for consistency across the three district plans, and crafts communications to report progress to the College communities

The proposed Master Plan's must review and assess all existing and proposed instructional locations within the District. The plan shall include a projection for the enrollment for all District instructional locations for the interval years 2027 and 2032 (10 years)

Any recommendations developed in the Educational Master Plan must compliment the principles specified in the 2021-26 Board Strategic Priorities Plan.

4.3 Task I

Implement and lead a course of action within the District's collegial consultation processes to assess the current instructional programs and support services and to determine the need for future instructional programs and support services (CTE and transfer level) to serve the community.

Activities and Expected Outcomes

1. Within the collegial consultation processes of the District, develop a timeline for the master planning process that:
 - a) Provides detailed dates/timeframes for milestones
 - b) Provides a step by step process from conceptualization to implementation
 - c) **Ensures Legitimacy** – The Resulting Plan must be, to the highest degree possible, a product of the SBCCD shared governance structure. The consultant's role will be to advise, support and assist in organizing the work of the College's Educational Master Plan Workgroups and any other relevant body to achieve an educational master plan of the highest quality; promise of effectiveness; and suitability for each College's unique values, circumstances, needs, and aspirations with an emphasis on Diversity, Equity, and Inclusion.
 - d) **Ensures Participation and Communication** – In order to achieve legitimacy, the plan must be crafted drawing from and relying upon the larger SBCCD community and the shared governance structure. It is critical that the consultant provide advice and assistance, in the form of an official training session(s), in how to best garner campus and subordinate plan participation and effective use, input, and feedback, and how to communicate progress to the College community.



2. Collaborate with the colleges and district to identify current enrollment sources with which to determine the Weekly Student Contact Hours (WSCH) and Full Time Equivalent Students (FTES) generated by each college/unit and by each division.
 - a. Analyze enrollment by section
 - b. Determine WSCH and FTES per section
 - c. Determine participation rates (recent high school graduates and general population)
 - d. Identify Full Time Equivalent Faculty (FTEF) load ratios
 - e. Determine WSCH and FTES
 - f. Assess level of college support services for SBCCD compared to similar colleges
 - g. Assess program completion rates and transfer rates (specify majors as well)
3. Review current planning documents and concepts such as the Technology Plan, Human Resources Strategic Plan, Environmental Scan, current Educational and Facilities Master Plans, and program reviews.
4. Collaborate with the colleges and district to gather existing labor market and demographic data and present findings on the following:
 - a) Conditions external to the District's colleges.
 - I. Population, predicted population growth, and demographics
 - II. local high school data and trends
 - III. economic conditions (e.g., employment rates, housing availability, Jobs available to those with 2-year degrees and 4-year degrees, pattern of those commuting out of the area to work in jobs related to their degrees)
 - IV. household income, educational attainment
 - V. economic development potential (e.g., new industries, expansion of current industries)
 - VI. Higher education policy and economic resources
 - VII. Educational programs offered by neighboring community college districts and universities.
 - VIII. Where do the gaps exist in our educational programs (e.g., identify sectors where we could provide a missing 2-year degree or develop a stronger transfer pathway).
 - b) Demographic analysis of the District's service area to determine enrollment potential and growth.
 - I. Conduct external environmental scan to determine relevance of programs to employment opportunities
 - II. Conduct internal scan to identify enrollment trends by gender, age, ethnicity, enrollment scheduling preference and student load distribution.



4.4 Task II

Create long range Educational Plan for the District through the year 2032. Identify the key planning elements and parameters for long-term development

Activities and Expected Outcomes

1. Forecast each College's capacity for future growth relative to enrollment and WSCH and FTES.
 - a) Work with Institutional Research Offices to get data necessary to develop a forecasting model that predicts enrollment trends (headcount, WSCH/FTES) for the next 5-10 years.
 - b) Specify the model used (e.g. Population Participation Rate Method, Ordinary Least Squares stepwise regression on difference WSCH, Autoregressive Integrated Moving Average).
 - i) Please note, while SBCCD is aware of the standard 1.5% enrollment forecasting model, we believe that current conditions (i.e., COVID-related decreases in enrollment) require greater sophistication. As such, we are interested in seeing enrollment forecasting that makes use of models that allow us to go beyond the use of prior years' enrollment to predict growth.
 - ii) Where possible, include data on (1) migration trends, e.g., residents that leave and/or move into our service area, and (2) data on students that attend our college but live outside our service area (e.g., residents from Victorville or Riverside that attend SBCCD for our nursing program)?
2. Review State Chancellor's Office Long Range Enrollment Forecast.
 - a) Pre-COVID trends
 - b) System-wide analysis of the impact of COVID
3. Project the future program of instruction at five-year benchmark intervals – years 2027, 2032, and 2037.
 - a) What are the programs (for terminal degree and transfer)
 - b) Cost to develop/implement (one time and ongoing cost)
 - c) Livable wage
4. Linkages between the EMP and Facilities Master Plan
 - a) Projected Headcount, WSCH, FTES
 - b) Converting WSCH to Assignable Square Footage (ASF)
 - c) Converting ASF to number of classrooms and class (teaching) labs
 - d) Medium and long-term information



4.5 Task III

Analyze instructional programs and services for each college in a way that provides equal exploration of opportunities for students in the CTE and transfer pathways. To SBCCD, this is an issue of equity. We want our students to be exposed to all opportunities and not simply limited to CTE.

Activities and Expected Outcomes

1. Meet with college EMP workgroups, administrators, deans, and faculty (once a month) to discern:
 - a) Opportunities for future transfer level pathways/programs.
 - I. Labor markets
 - II. Planning considerations for potential new programs
 - III. Curricular opportunities for improvement and expansion
 - IV. Programs that need strengthening
 - (1) Programs that might be considered
 - (2) Program changes and adjustments
 - b) Opportunities for future CTE pathways/programs.
 - I. Labor markets
 - II. Planning considerations for potential new programs
 - III. Curricular opportunities for improvement and expansion
 - IV. Programs that need strengthening
 - (1) Programs that might be considered
 - (2) Program changes and adjustments
 - c) Assessment of current transfer programs
 - I. How well do current transfer programs align with the CSU/UCs and other 4-year institutions
 - II. How well do they prepare our students for careers of the future?
 - III. What can/should students and faculty see as the possibilities?
 - (1) This should focus on issues of equity
 - (a) How can we enhance our pathways and program offerings to increase graduation and transfer rates?
 - (b) What are the differences in lifetime earnings for students that go beyond the certificate or terminal AA?
2. From all qualitative and quantitative data assessed, develop a program of instruction and services that will best serve the District.
 - a) Should give equal attention to CTE and transfer pathways.



RFP Appendix A: Non-Collusion Declaration

STATE OF CALIFORNIA

The undersigned declares:

I am the _____ (title) of
_____ (Vendor),

which is the Vendor making the foregoing proposal.

This proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any other party to put in a sham proposal, or to refrain from making a proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other party, or to fix any overhead, profit, or cost element of the proposal price, or that of any other vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal 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 vendor 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 Vendor.

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

Executed at _____ (city and state) on the _____
day of _____, 20_____.

Signed: _____

By: _____ (Printed Name)

RFP Appendix B: Sample SBCCD Professional Services Agreement

550 East Hospitality Lane, Suite 200
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the SBCCD hereinafter referred to as "DISTRICT", and _____ hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the DISTRICT needs professional services;
and;

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

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

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

Services shall be rendered per RFP of this agreement.

2. TERM

CONTRACTOR will commence work under this agreement on _____, and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than _____. CONTRACTOR shall not commence work until the Board has approved the Agreement. This agreement may be renewed for two (2) additional one (1) year terms upon written notice by DISTRICT.

3. COMPENSATION

- a. Payment(s) shall be made in the following manner: in the amounts listed on Exhibit B.
- b. The contract amount shall not exceed the original purchase order amount. No change order can be made or incorporated in to this agreement to increase the not to exceed amount. Therefore, the "**Not to Exceed**" amount for this contract is set at _____.
- c. Billing :
CONTRACTOR shall invoice DISTRICT in triplicate upon completion of each phase of services rendered and provide original receipts of all reimbursable travel-related expenses, if applicable.
- d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a

statement of payments made by DISTRICT to CONTACTOR at the conclusion of each calendar year.

4. TERMINATION

This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

5. RELATIONSHIP OF PARTIES

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines. The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR'S STATUS

Contractor expressly represents and covenants that he/she is a business duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- I. A. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work performed by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR
- B. For any claims related to this project, the CONTRACTOR's Insurance coverage shall be primary insurance as respect the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has be proved to the DISTRICT.
- II. Professional liability, and/or Errors & Omissions coverages are written on a claims-made form:
 - A. The retroactive date must be shown, and must be before the date of the contract and/or the beginning of the contract work.
 - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contracted work.

- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - D. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
- III. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the DISTRICT. Exception may be made for Stat Compensations Insurance Fund when no specifically rated.
- IV. Verification of Coverage: Consultant shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by the clause. The Endorsement should be in a format that conforms to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage require by these specifications at any time.
- V. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or contractor may acquire from SUBCONTRACTOR by virtue of the payment or any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- VI. Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

8. CONTRACTOR shall maintain Insurance with limits of no less than as stated below:

General Liability shall have a limit no less than of \$1,000,000 per occurrence, \$10,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability shall have a limit no less than \$1,000,000 per accident for bodily injury and property damage. The DISTRICT shall be endorsed as additional insured on the policy Workers' Compensation shall have a limit no less that as required by the State of California.

Professional Liability shall have a limit no less than \$1,000,000 per occurrence.

9. HOLD HARMLESS

CONTRACTOR agrees to indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by

CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

DISTRICT agrees to indemnify, save and hold CONTRACTOR, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by DISTRICT, its officers, agents, or employees while performing operations under the Agreement.

10. AMENDMENTS

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

12. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

14. LAW TO GOVERN: VENUE

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. NOTICES

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

IF TO DISTRICT
ATTN: Business Services
San Bernardino Community College District

550 East Hospitality Lane, Suite 200
San Bernardino CA 92408

IF TO CONTRACTOR

16. VALIDITY

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

17. ADDENDUM INCORPORATED

IRS Guidelines attached hereto and incorporated into this Agreement by reference.

18. PUBLIC EMPLOYEE

If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR'S regular assigned workday for said entity or during periods of vacation or leave of absence from said entity.

19. STRS RETIREE

CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher's Retirement System of the State of California.

20. ASSIGNMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

DISTRICT SIGNATURE
Steven J. Sutorus, Business Manager

Date_____

CONTRACTOR SIGNATURE

Date_____

Name: _____

Title: _____

RFP Appendix C

Contractor Profile Form & Designation of Names

CONTRACTOR Name: _____

DUE NO LATER THAN 3:00 pm 10/8/2021

In response to SBCCD's Notice Inviting Proposals Educational Master Plan Preparation Services,
the undersigned submits this firm offer to:

SBCCD
RFP # 2022-01, Educational Master Plan Preparation Services
Attn: Steven Sutorus, Business Manager
550 E. Hospitality Lane, Suite 200
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. Bidder's unit prices shall include all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses to produce and deliver as required. Prices must be net including discounts.

I, _____, the undersigned, the _____ of
(Type/Print Name) (Title)

_____, hereby declare that I am duly authorized to execute this Bid
(Name of Company)

Form; that I have carefully examined the requirements of this Bid; acknowledge receipt and incorporation of the following Addenda, _____; that this Bid Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this Bid Form; and that, under penalty of perjury under the laws of the State of California, to the best of my knowledge and belief, the information contained in this Bid Form is true and correct.

Signature: _____ Date: _____

RFP Appendix D
Financial Statements *(to be supplied by Vendor)*

RFP Appendix E

Local Vendor Designation

SBCDD AP 6330 Section 3: The Purchasing Department will accept recommendations from the requesting department for potential vendors, but will endeavor, where possible, to encourage the use of local and small business enterprises in its procurement activities. On all procurement activities that must be competitively bid, or for which the District must receive quotes, such will be evaluated with a ten (10%) percent preference for local vendors. The vendor must claim local vendor preference to be considered. Please note the following exceptions:

- Those contracts which State Law or, other law or regulation precludes this local preference.
- Purchases made through cooperative purchasing and leveraged procurement agreements and piggy-back purchases.
- Public Works construction projects.

A "local" vendor will be approved as such when, 1) it conducts business in a physical location within the County of San Bernardino; and 2) it holds a valid business license issued by an agency within the County of San Bernardino; and 3) business has been conducted in such a manner for not less than six months prior to being able to receive the preference. Proof of eligibility will be provided to the District as part of the vendor application process.

Subject to the Local Vendor Preference, final vendor designation will be made by the Purchasing Department.

Is your company requesting to be designated as a local vendor? Yes___ No___

If yes, does your company conduct business in a physical location within the County of San Bernardino? Yes___ No___

If yes, does your company hold a valid business license issued by an agency within the County of San Bernardino? Yes___ No___

If yes, please include a copy of your current business license as an attachment to this application.

If yes, has your company been conducting business in San Bernardino County for at least six months? Yes___ No___