

Institutional Effectiveness Committee/Institutional Effectiveness Advisory Committee August 26, 2021 at 10:00 a.m. Via Zoom: https://cccconfer.zoom.us/j/91201139260

I. Call to Order

# II. Welcome from Chancellor Rodriguez

- III. Approval of Minutes A. 2021-04-22 Minutes
- IV. Recap of 2020-2021 DIEC and Transition to IEAC
- V. Meeting Dates/Times for New IEAC
- VI. Review Request for Proposal (RFP) for EMP Consultants
  - A. Timeline
  - B. Volunteers to Review Proposals
  - C. Cabinet will Interview Top 3 Candidates
  - D. Committee Feedback on Evaluation Rubric
  - E. Committee Feedback on Sections 1.1, 1.2, and all of Section 4 of the RFP

# VII. Review of Dual Enrollment Feasibility Research

# VIII. Next Meeting - Committee Organizational Meeting

- A. Updates on RFP Process
- B. Committee Organization Non-Brown Act
  - 1. Review Membership and Voting Seats
  - 2. Quorum Requirements
  - 3. Review Charge
  - 4. Develop a Purpose Statement
  - 5. Set Agenda for the Year

# IX. Other Items

# X. Next Meeting

A. Tentative: Thursday, September 23, 2021 at 10:00 a.m. Via Zoom: https://cccconfer.zoom.us/j/91201139260

# XI. Adjournment



# Institutional Effectiveness Advisory Committee

Via Zoom: <u>https://cccconfer.zoom.us/j/92873058162</u> Meeting Minutes – April 19, 2021

# **Members Present:**

Christopher Crew (Chair) Dianna Jones Luke Bixler Andy Change Jeremy Sims Kristina Hannon Shari Blackwell

# I. CALL TO ORDER

Christopher Crew called the meeting to order at 10:00 a.m.

# II. <u>TASKS</u>

There was discusdsion in keeping TESS Executive separate.

There was discussion regarding the District's program review process.

What is that role What gap is being filed Dos it makes sense to roll committees together.

Luke wil meet with his team Tuesday/Wednesday to discus and pull this together regarding the TESS committees. Luke is to each out to Davena and Brandi t give them the option to sit on the current TESS committees that they current sit on or just sit on the new IEAC and will have the same participate prior to recommendations get to Chancellor's Council.

Academic Calendar Committee will be a sub committee to IEAC. HR will hold a seat but does not need to be a co-chair and the President of DA needs to be changed as co-chair. They only meet to review the calendar or any other items they have to explore.

IEAC to check in with Senate leadership to confirm their representation.

# III. ESTABLISHING THE COMMITTEE

IEAC to check in with Senate leadership to confirm their representation.

# III. MEETING SCHEDULE

TBD

# III. SUB-COMMITTEES NEEDED?

TESS Execuive Committee

Academic Calendar Committee

# III. COMMUNICATION TO DIEC, DSPPRC, ACADEEMIC CALEDANTE COMMITTEE

Chairs are taking back communications to committees and bring it back by the end of the week.

# IV. OTHER/FUTURE TOPICS

# V. <u>NEXT SCHEDULED</u>

# VII. ADJOURNMENT

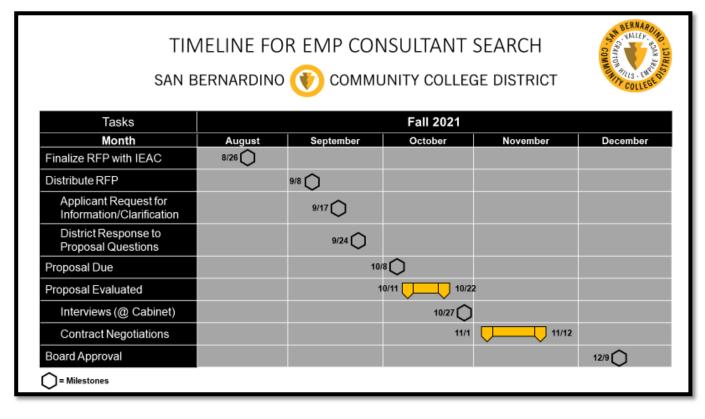
The meeting was adjourned at 11:01 a.m.

Heather Ford, Recorder, Office of the Chancellor

#### Table 1: Timeline for SBCCD EMP Consultant Search

Event	Tentative Date
Finalize RFP with IEAC	August 26, 2021
Distribution of RFP (response window opens)	September 8, 2021
Requests for Information/Clarification Due	September 17, 2021 by noon
District's Response to Proposal Questions	September 24, 2021
Proposals Due (response window closes)	October 8, 2021, by 10:00 am
Proposal evaluated (top 3 sent to Cabinet)	Oct 11 -22
Interviews (Cabinet)	October 27
Contract Negotiations (send estimate to board)	November 1-12, 2021
Anticipated governing board approval	December 9, 2021

# Figure 1: Timeline for SBCCD EMP Consultant Search





# 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 (<u>https://www.cccco.edu/About-Us/Vision-for-Success</u>). 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).

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 <u>www.sbccd.org</u> 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> <li><u>https://sbccd.edu/district-services/research-planning-institutional-effectiveness/district-program-review/index.php</u></li> <li><u>http://www.valleycollege.edu/about-sbvc/campus-committees/academic-senate/program-review</u></li> <li><u>https://www.craftonhills.edu/about-chc/research-and-planning/planning-and-program-review/index.php</u></li> </ul>
Technology Plan: https://sbccd.edu/ resources/images/2020-05-05%20District%20Assembly%20Addendum.p	
Environmental Scan:	http://www.sbccd.org/~/media/Files/SBCCD/District/District_Committees/District%20Strategic%2 0Planning%20Committee/SBVCD%20Env%20SCAN%20FINAL%20Report%2010_24_13.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:	<u>https://www.valleycollege.edu/about-sbvc/office-of- president/college_planning_documents/documents/sbvcfmp2016draft.pdf</u>
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 singing 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 contained in the proposal is true and 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** <u>no later than 12 pm on 9/17/2021</u>. 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.

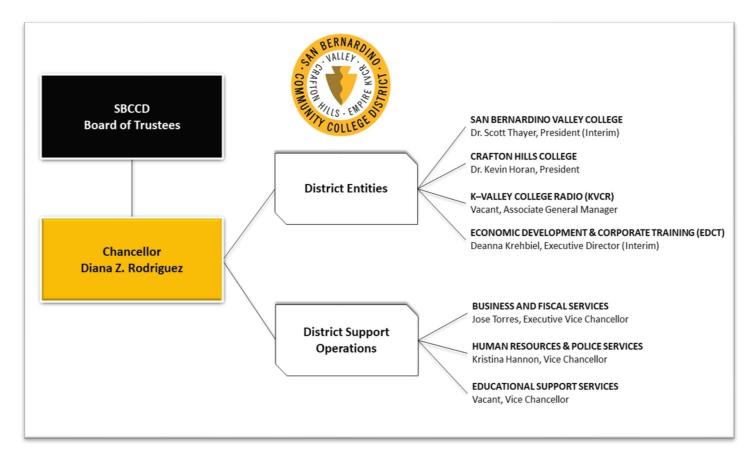
# 1.20 Anticipated Timeline (subject to change)

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

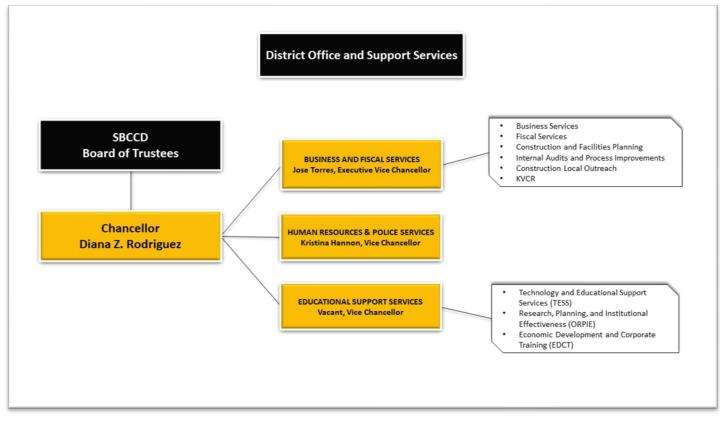
# 2.1 District Overview & General Information



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. Rodriquez became the 16<sup>th</sup> 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.

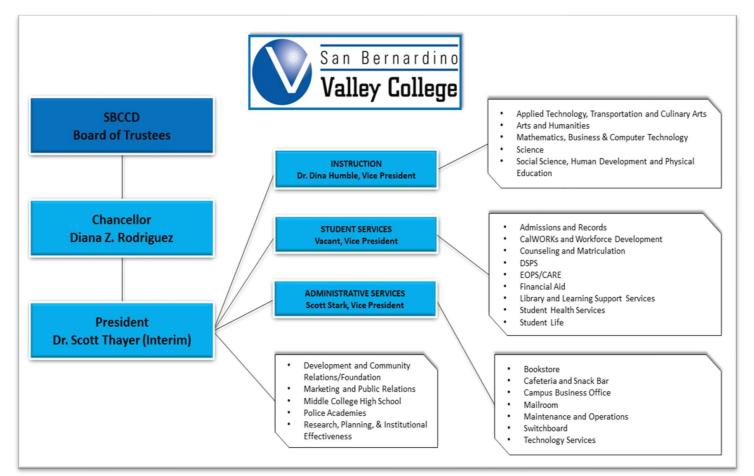
#### Technology & Educational Support Services (TESS)

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.

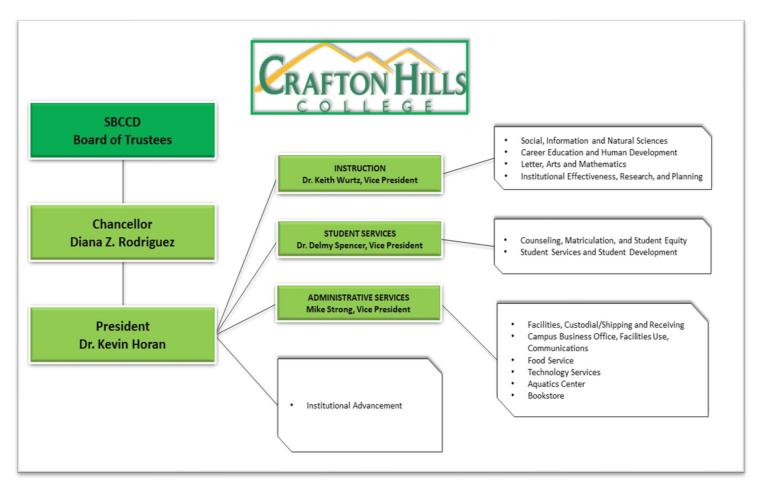
- Administrative Services Handles budget development and management, facilities use and reservations.
- **Bookstore** Provides students with new and used textbooks, supplies, and clothing.
- Cafeteria & Snack Bar Provides meals and food service to students, staff and faculty.
- Campus Business Office 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.

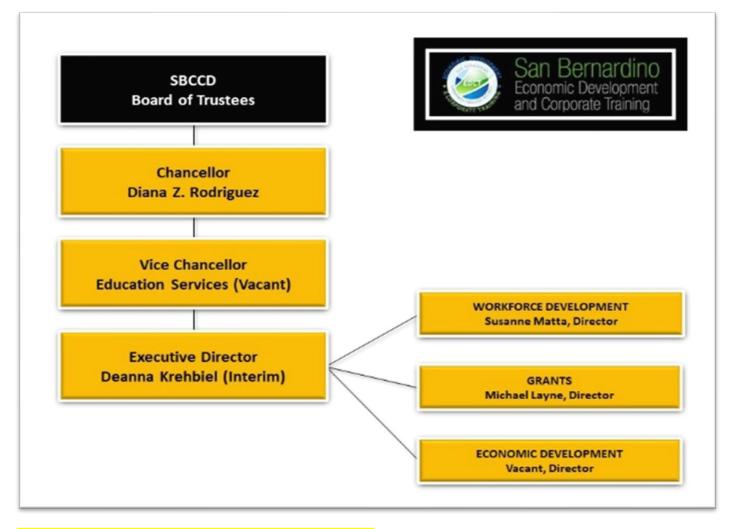
#### Departments Reporting to the President

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



# 2.6 Economic Development & Corporate Training

Two aspects of SBCCD's mission are to develop the skill level of the workforce and to help local businesses meet their goals by providing convenient, affordable employee training solutions. The EDCT creates tailored programs that fit local needs. 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 proven instructional services that yield workforce improvements. Current programs include those described below.



# Donald F. Averill Applied Technology Training Center (ATTC)

The ATTC provides short-term technology training solutions for employers in the Inland Empire in emerging and high demand, high growth occupational fields. The ATTC facility houses the Center for the Advancement of Nanotechnology (NanoCenter), the Nanotechnology Laboratory, and the Industrial Automation Laboratory. The NanoCenter is the only Center in California that offers a short-term Nanotechnology Technicians training program. The ATTC offers Programmable Logic Control Training and the Industrial Automation Training programs.



#### Professional Development Center (PDC)

The PDC serves the human capital development and customized training needs of private and public sector employers in the Inland Empire. By competing and winning grants from state and federal agencies and the State of California Employment Training Panel (ETP), the PDC 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

The EDCT recently received a \$2.6 million, 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), the Center for Employment Opportunities (CEO), and Caltrans. This multi-agency effort will allow parolees/ex-offenders to transition productively into the community while simultaneously increasing public safety.

#### Entrepreneurship Institute of San Bernardino (EIOSB)

The Entrepreneurship Institute of San Bernardino provides aspiring entrepreneurs with the nuts and bolts of business ownership, business creation and business operation, using real world terms and examples. Through seminars, mentoring, incubation and creation of new business ventures, the EIOSB contributes to the economy of the Inland Empire by providing an environment and the resources necessary for entrepreneurs to create new businesses or improve existing ones.

#### Career Technical Education (CTE) Community Collaborative

The CTE Community Collaborative program brings career awareness to middle and high school students, develops pathways from the high schools to community colleges, provides professional development for teachers and counselors, and offers externships for teachers.

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

Working collaboratively with the 13 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.



# 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.	
•	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, 2032, and 2037.

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

# 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.
  - 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 how to best garner campus and subordinate plan participation, 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)
- 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 2027. 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 Lease 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:

**WHERAS**, 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 renew 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 claimsmade 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 form 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.

 Date	

DISTRICT SIGNATURE Steven J. Sutorus, Business Manager

Date

CONTRACTOR SIGNATURE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **RFP** Appendix C **Contractor Profile Form & Designation of Names**

CONTRACTOR Name:

DU	E NO LATER THAN 3:00 pm Monday 10/8/202	21
In response to SBCCD's No	otice Inviting Proposals Educational Master F the undersigned submits this firm offer to:	Plan Preparation Services
RFP # 202	SBCCD 22-01, Educational Master Plan Preparation Attn: Steven Sutorus, Business Manager 550 E. Hospitality Lane, Suite 200 San Bernardino, CA 92408	Services
Section 1: Designation of No	ames	
Person Responsible for Bid:		
Street Address:		
SBCCD, State & Zip:		
Telephone:	Fax:	
Email:		
	, , , , , , , , , , , , , , , , , , , ,	1 7

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.

\_\_\_\_\_, the undersigned, the \_\_\_\_\_\_ (Type/Print Name) (Title) \_\_\_ of \_\_\_\_\_, 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\_\_\_\_



October 20, 2021

#### INSERT COMPANY CONTACT AND NAME

#### Re: RFP 2022-01 Interview/Presentation Invitation

Mr. xxxxx,

The RFP Evaluation Committee has reviewed all submitted proposals to San Bernardino Community College District's Request for Proposal 2022-01, Educational Master Plan, and the Evaluation Committee is extending your firm an opportunity to interview and present with the Committee and the Chancellor's Cabinet on Wednesday, October 27<sup>th</sup>, 2021 at 8:00 a.m. This interview will afford your firm the opportunity to give a focused presentation to and field questions directly from the Committee and the Chancellor's Cabinet.

The total allotted time for your firm shall not exceed 90 minutes. In an effort to become acquainted with your project team, representatives from your firm and subcontractors, if applicable, shall be selected from the project team members identified within your firm's proposal.

The RFP Evaluation Committee requests a focused presentation. This should include an introduction to the Project Managers and other key personnel assigned to the SBCCD project. Rather than presenting examples of prior work as already detailed in your proposal, the Evaluation Committee requests that your team focus on the methodology of delivering SBCCD's plans. During your presentation, the Committee desires that you elaborate on the following questions and issues:

- How would you integrate any work already completed by SBCCD into this contract? How receptive are you to use data previously acquired SBCCD?
- Please explain how/why you chose the enrollment forecasting model you presented in your proposal. What are its advantages and disadvantages?
- It appears that SBCCD may need this project delivered one month earlier than previously described, what do you think about modifying your timeline?
- Tell us about projects where you have worked with the proposed subcontractors.
- What is your experience with clients that have multiple sites? How do you establish priorities across different campuses or sites?
- What special considerations should be given when developing a "Districtwide" EMP as compared to a single college EMP?
- Describe an experience when an aspect of a client's project did not work out well; how did you resolve it? What did you learn from it?

Should you have any questions regarding the presentation, interview, or general RFP process, please feel free to contact me at (909) 388-6911 or ssutorus@sbccd.edu.

Sincerely,

Steve Sutorus Business Manager



# RFP 2022-01 Educational Master Plan Evaluation

Evaluator's Name:

Contractor's Name:

# A Responsible proposal includes the following items:

Proposal Aspect	Possible Points	Points Awarded
Demonstrates experience creating Master Plans	5	
Provides sufficient references of clients (number or quality)	5	
Demonstrates financial stability via financial statements	5	
Work Plan in Conformity with Proposal (i.e., followed instructions)	5	

# The Proposal shall be fully evaluated on the following items:

Proposal Aspect	Possible Points	Points Awarded
Value and quality of services to be rendered	40 total	
Community Participation	5	
Understanding of SBCCD's colleges and service area communities	5	
ASK COMMITTEE FOR AN ADDITIONAL CRITERION	10	
Enrollment Forecasting	10	
Exploration of Transfer Program Opportunities	10	
Proposed Cost	Rank (1=Lowest)	Points for Rank
		/40

Total Points: /100

Evaluator's Signature:

SAN BERNARDINO 🕐 COMMUNITY COLLEGE DISTRICT

# **Dual Enrollment Feasibility Research**

#### SBCCD Dual Enrollment Feasibility Research

In order to help increase accessibility and completion rates of students, we have received a request to research the feasibility of allowing students to complete one application to enroll in courses at both colleges. Currently, this can only be accomplished if the student completes an application at each college. Since this change would impact both the functional and instructional areas at each of the colleges, we need your help in analyzing the key business and instructional processes to identify the feasibility and the level of effort it would take to implement these changes.

Below are a list of areas that we identified during some initial discussions within TESS and discussions within the DAWG Work Group. This list is not complete, but should help to start the process of working through what impacts and changes we would need to make to have one application for both colleges.

#### Admissions and Registration:

- 1. Currently each of the colleges have their own applications. Would this process continue, or would it be beneficial to move to a standard application at both colleges?
- 2. How would we identify the primary college for the student, to provide support for Financial Aid, Education plans, etc?
- 3. How would we identify the courses that would be available to students at both colleges, and those that are only supported at one of the colleges?
- 4. Would only the primary college need to do the orientation and assessments?
- 5. Would we need to standardize the assessments across both colleges? What about waivers?
- 6. Would both colleges need to standardize on transfer credits from other institutions?
- 7. How would both colleges deal with priority registration
- 8. Since students can have an active academic program at one college and be inactive at the other college, will we need to determine an alternate method to determine an active student?

#### **Advising and Educational Planning:**

- 1. Would matriculation only need to take place at the primary college?
- 2. Would educational planning need to change to support courses that might only be offered at one college but meet the overall degree requirements?
- 3. Would Starfish need to be modified to support education/degree planning?
- 4. When Starfish is able to support registration directly from the Education Plan will this support courses at both colleges?
- 5. As part of the Starfish implementation, will the Early Alert system also need to be revisited?
- 6. Are there any changes to the Transcript Evaluation process? Do these differ at each of the colleges and could this impact placement, etc?
- 7. Will the degree audit processes need to be modified?

#### Financial Aid and Accounts Receivable:

- 1. Do we need to review the processes in Colleague and Campus Logic?
- 2. Are the packaging rules and processes the same for both colleges?
- 3. How about the processes for ISIRs, SAP, R2T4, Pell, Work Study, scholarships, and refunds?

#### **Course, Program and Catalog Development:**

- 1. There are currently different requirements for pre-requisite courses at each of the colleges. What would it take to create a common set of pre-requisites for all courses at both colleges?
- 2. When curriculum changes at one college, what would the process look like to support making this change at both colleges?
- 3. What about new courses that are created at one of the colleges?
- 4. Would there need to be any changes to the catalogs or catalog rights?

#### **Collegue and Data Integrations:**

- 1. Need to research the following data integrations to see what would need to be changed:
  - a. Starfish
  - b. Canvas
  - c. CurricuNet
  - d. EIS
- 2. Based on the findings by the colleges, TESS would need to research the customizations that would be required in Colleague.
- 3. TESS is researching a new cross-registration module that Ellucian is building that allows students to register for a sub-set of classes at the other college.