

REQUEST FOR PROPOSALS

REGIONAL INFORMATION & COMMUNICATION TECHNOLOGIES FOR A STRONG WORKFORCE

RFP # 2020-03

RFP RELEASED: 2/6/2020
TECHNICAL QUESTIONS DUE: 12:00 p.m. on 2/13/2020
PROPOSALS DUE: No later than 3:00 p.m. on 2/20/2020

SUBMIT PROPOSALS TO:

San Bernardino Community College District ATTN: Steven Sutorus, Business Manager 550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408 Email: ssutorus@sbccd.edu



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1.0 INSTRUCTION TO SUBCONTRACTORS

This section will provide necessary information for SUBCONTRACTORS 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 FOR INVITING PROPOSALS

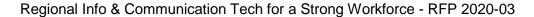
Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County is issuing a Request for Proposal for services to assist SBCCD in the completion of work plan activities and outcomes for two Strong Workforce Program projects as summarized in the scope of work herein. SBCCD hereby invites you (SUBCONTRACTOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:00 p.m. (PDT), 2/20/2020, directed to Steven Sutorus, Business Manager, at 550 E. Hospitality Lane, Suite 200, San Bernardino, CA 92408 as per the specifications on file with Purchasing Office.

1.2 PURPOSE

San Bernardino Community College District (SBCCD) is seeking proposals from qualified SUBCONTRACTOR who can provide services to assist SBCCD in the completion of work plan activities and outcomes for three Strong Workforce Program (SWP) projects. SBCCD was awarded these projects via the Information & Communication Technologies and Digital Media (ICT & DM) Industry Sector. Each sector has a Statewide Director -Employer Engagement and at least one regional Director - Employer Engagement that work to provide opportunities to connect business, industry and education for their sector. The Statewide Director and Regional Director roles (formerly Sector Navigator and Deputy Sector Navigator) were originally developed under the Doing What Matters for Jobs and the Economy Initiative to support the priority and emerging industry sectors across California and in specific geographic regions. The Regional Directors - Employer Engagement serve as in-region contacts for an industry sector, working with the region's colleges and employers to create alignment around and deliver on workforce training and career pathways. SBCCD staff serve as the Regional Director – Employer Engagement for the Information & Communication Technologies and Digital Media Sector in the Inland Empire/Desert Region. The staff is hosted at SBCCD who serves as the fiscal agent for grants and projects under Regional Director's purview, including multiple Strong Workforce Program sector projects described here. Although hosted at SBCCD, the Regional Director provides support to the 12 community colleges in the Inland Empire Desert Regional Consortia (6 in Riverside County and 6 in San Bernardino County). The Regional Director serves as project lead for the sector specific projects described here.

The sector has funded, through the Strong Workforce Program, the Inland Empire Cyber HUB Centers, Cloud Based Virtual Lab Pilot Project and the Business Information Worker curriculum project. *Strong Workforce Program:* More and Better Career Technical Education to Increase Social Mobility and Fuel Regional Economies with Skilled Workers To develop more workforce opportunity and lift low-wage workers into living-wage jobs, California took a bold step in 2016 to create one million more middle-skill workers. Strong workforce projects are designed to help create more and better career and technical education programs offered by the California Community Colleges in the Inland Empire/Desert Region.

As part of these projects, funding was designated for regional project administration.





SBCCD staff will serve as the lead for each project and will work closely with the supplier of the strategic planning, technical assistance and event planning services to ensure that project work plan activities and outcomes are achieved. In addition to the project support, assistance is also needed to achieve related activities and programs that are part of the region's Community College ICT-DM strategy. A deep understanding of the statewide and regional ICT-DM programs and strategy will be necessary to fully support these efforts.

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 SUBCONTRACTOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES

1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The SUBCONTRACTOR shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD may require the following levels of coverage:

- A. Commercial General Liability including bodily injury personal injury and property damage in the amount of \$1,000,000 per occurrence, \$10,000,000 aggregate;
- B. Employer's Liability in the amount of \$1,000,000:
- C. Professional Liability in the amount of \$1,000,000;
- D. Automobile Liability, all automobiles, in the amount of \$300,000 for combined single limit.

1.5.1.1 INSURANCE POLICY REQUIREMENTS

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

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.
- B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against SBCCD.
- C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect SUBCONTRACTOR'S interest or sufficiently cover SUBCONTRACTOR'S liability. Failure by SUBCONTRACTOR to maintain the insurance coverage plans specified herein shall be considered a material



breach of this Agreement.

- D. Prior to commencing work, SUBCONTRACTOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: San Bernardino Community College District, Attn: Steven Sutorus, Business Manager, 550 E. Hospitality Lane, Suite 200, San Bernardino, CA 92408.
- E. No payments will be made to SUBCONTRACTOR until current and complete certificate(s) of insurance are on file with the Business Services Department of SBCCD.

1.5.2 NON-COLLUSION AFFADAVITS

Affidavits are required to be completed by the SUBCONTRACTOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix B.

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

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

1.5.4 SB 854 DIR COMPLIANCE

Bidders are advised that this contract may be a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at http://www.dir.ca.gov/OPRL/dprewagedetermination.htm As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. http://www.dir.ca.gov/Public-Works.html

1.5.5 DEBARMENT CERTIFICATION

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 CONFIDENTIALITY

The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBCCD will notify the SUBCONTRACTOR of any public request for disclosure of such documents.

1.7 PROPOSAL FORMAT

SUBCONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order



presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the SUBCONTRACTOR's responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable SBCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

Section 1.0 EXECUTIVE SUMMARY

SUBCONTRACTORs are asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

Section 2.0 SUBCONTRACTOR PROFILE

SUBCONTRACTORs may describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

Section 3.0 LEGAL SPECIFICATIONS

SUBCONTRACTORs may wish to clarify their responses on the legal specifications and their policies with respect to contract negotiations. A blanket rejection of all SBCCD Professional Services Agreement terms in lieu of SUBCONTRACTOR standard contract terms will deem SUBCONTRACTOR as non-responsive and may remove them from consideration.

Section 4.0 PROJECT SPECIFICATIONS

SUBCONTRACTOR shall outline and describe their proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the SUBCONTRACTOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

Appendices:

The only official response to this RFP is what is submitted on the RFP Response and the appendices included with this proposal. Ancillary and supplemental comments will be considered in the evaluation but cannot substitute or contradict responses put in the forms.

Appendix A - Non-Collusion Affidavit

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

Appendix B - SUBCONTRACTOR Profile Form & Designation of Names

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

Appendix C - Financial Statements

Please furnish financial information that accurately describes the financial stability of SUBCONTRACTOR.



Appendix D - Professional Services Agreement

Included in this appendix to the RFP is an example of all of SBCCD's required legal clauses. If an alternate is proposed, exact language must be included in SUBCONTRACTOR response.

Appendix E – Local Vendor Designation

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

1.8 PROPOSAL SUBMISSION

Three (3) copies of the proposal in addition to a flash drive containing the electronic RFP response are required. Proposal copies should be submitted in three-ring, loose-leaf binder form. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

Proposals must be received in **sealed envelopes or containers** clearly showing the SUBCONTRACTOR name, address and **San Bernardino Community College District**, **Regional Info & Communication Tech for a Strong Workforce - RFP 2020-03.** No proposals may be withdrawn after submission.

1.9 SUBCONTRACTOR CONDUCT

During the RFP Window (from release of this RFP to Final award), SUBCONTRACTOR is not permitted to contact any SBCCD employees or members of the Governing Board unless at the request of SBCCD's designated contact person found on the title page of this 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 THIS RFP

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via US Mail, fax, or e-mail; e-mail is preferable. Technical questions must be submitted to Steven Sutorus (ssutorus@sbccd.edu), Business Manager no later than 12:00 p.m. 2/13/2020. 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 are detailed in Appendix D and Section 3.0 related thereto. No terms or conditions can be added or changed by SUBCONTRACTOR after the proposals are received by SBCCD. Attempts to change the terms or conditions specified after the proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. SUBCONTRACTOR may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by SBCCD

1.12 EVALUATION

The SBCCD Evaluation Committee will review proposals and determine those that are responsive. The Evaluation Criteria include, but are not limited to, the following:

a. Compliance with Required Forms and Certificates,



- b. Adherence to the RFP Response Forms and format,
- c. Complete consideration of all project specifications,
- d. Complete cost proposal;

B. Responsible:

- a. Sufficient references for which similar types of services had been provided,
- b. Proof of financial stability and viability,
- c. Experience of the firm and assigned personnel with the services proposed,
- d. Resources that demonstrate adequate capacity to perform services proposed;

C. Proposal:

- a. Value and quality of services to be rendered,
- b. Demonstrated knowledge of legal requirements,
- c. Work plan in conformity with scope of project,
- d. Fees and costs;

In the event a single proposal is received, SBCCD may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBCCD to conduct an independent cost analysis of the proposal price.

1.13 COST OF PROPOSAL DEVELOPMENT

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

1.14 RFP INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP may be sent by SBCCD to each SUBCONTRACTOR 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 SUBCONTRACTOR(s) and SBCCD.

1.15 AWARD

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

The final Agreement(s) shall be signed by the successful SUBCONTRACTOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to SUBCONTRACTOR. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful SUBCONTRACTOR shall be just cause for the cancellation of the award. Award may then be made to an alternative SUBCONTRACTOR (selected by the Committee), or the proposal may be re-advertised as SBCCD may decide.

1.16 INDEMNIFICATION

SUBCONTRACTOR 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 SUBCONTRACTOR or SUBCONTRACTOR'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 SUBCONTRACTOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) SUBCONTRACTOR 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 SUBCONTRACTOR 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 SUBCONTRACTOR shall furnish immediately to SBCCD copies of all pertinent papers received by the SUBCONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the SUBCONTRACTOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

1.18 PROHIBITED INTEREST

No Board member, officer, or employee of the San Bernardino Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 490-497) of the Government code of the State of California.

1.19 FINAL CONTRACT

The following documents are considered part of the final agreement:

- A. The final agreement between SBCCD and the SUBCONTRACTOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
- C. The SUBCONTRACTOR proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
- E. 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 SUBCONTRACTOR written notice thereof. Upon termination, SBCCD shall pay the SUBCONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

1.20 TIMELINE

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

| Event | Tentative Date |
|---|----------------|
| RFP Release – Response Window Opens | 2/6/2020 |
| Technical Questions Due | 2/13/2020 |
| Proposals Due – Response Window Closes - 3:00pm | 2/20/2020 |
| Preferred SUBCONTRACTOR selected, contract negotiated | 3/1/2020 |
| Contract subject to Governing Board approval | 3/12/2020 |
| Work Commences | 3/13/2020 |

2.0 DISTRICT PROFILE

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges: San Bernardino Valley College and Crafton Hills College, an Economic & Corporate Training Center, and KVCR-TV and FM. The District employs approximately 800 full-time permanent faculty and staff and approximately 600 part-time faculty, and have approximately 20,000 students enrolled in one or more courses during the 2019 Fall Semester.

3.0 LEGAL SPECIFICATIONS

SBCCD's Legal Specifications are contained in a sample contract template in Appendix D. 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 SUBCONTRACTOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing SUBCONTRACTOR 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 SUBCONTRACTOR 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.

4.1 QUALIFICATIONS & EXPERIENCE

This section should establish the ability of SUBCONTRACTOR to exceptionally perform



the required work by reasons of demonstrated competence in the proposed services to be rendered, the nature and relevance of similar work currently being performed or recently completed, and competitive advantages over other firms in the same industry.

- A. Furnish background information including date of incorporation/founding, legal form, location of offices, principal line of business, number of employees, days/hours of operation and any other pertinent data.
- B. Describe most noteworthy qualifications for providing proposed services to be rendered. Specifically highlight those qualifications that provide a competitive advantage.
- C. Describe any significant developments in organization such as changes in ownership or personnel in the past five years.
- D. Describe any litigation pending against SUBCONTRACTOR.
- E. List, at minimum, three references to include the reference's firm, name, respective salutation, position title, mail address, phone number, fax number, and email.
- F. Identify Project Manager assigned to SBCCD account. Include a detailed resume of Project Manager including description of qualifications, professional certifications, job functions, and office location.
- G. Identify the key personnel that would be assigned to SBCCD account. Include brief resumes of key personnel including description of individual qualifications, professional certifications, job functions, and office locations. Furnish an organizational chart for key personnel assigned to SBCCD account.

4.2 SCOPE OF PROJECT

This section should establish that SUBCONTRACTOR understands SBCCD's objectives and requirements by demonstrating its ability to meet those requirements and outlining the plan for accomplishing the specified work. Due to the nature of grant related projects, some activities are subject to change and may be altered to ensure work plan outcomes are met.

The San Bernardino Community College District is looking for a SUBCONTRACTOR to assist in the completion of work plan activities and outcomes for three Strong Workforce Program projects that were awarded to the Information & Communication Technologies & Digital Media (ICT & DM) Sector. To meet the goals and metrics of the ICT Sector in the Inland Empire/Desert Region and help ensure that all projects meet the needs of stakeholders and participating colleges, we will need support to run strategic planning meetings and other events to bring regional groups together on a regular basis. Events are expected to be but not limited to:

 Assist with planning and facilitation of student engagement activities such as the regional cyber security events, competitions and summer camps

Strong Workforce Program P14, Inland Empire Cyber Hub Centers

Project Summary: This project was awarded to help establish cyber security and cyber defense centers at 8 of the 12 community colleges in the Inland Empire including Chaffey College, College of the Desert, Copper Mountain College, Crafton Hills College, Moreno Valley College, Mt. San Jacinto College, Riverside City College and San Bernardino Valley College. The Regional Director – Employer Engagement for the ICT & Digital Media industry sector will provide regional project coordination, technical assistance and support to the colleges participating in the project. They will serve as the regional point of contact providing expertise on cybersecurity related projects and activities. In addition, she will oversee the delivery of regional student engagement



activities including cyber camps, cyber competitions, regional faculty professional development activities including workshops, conference support, and Cyber Patriot training for schools to establish teams and train coaches and mentors.

Project goals include expanding and improving cybersecurity pathways in the Inland Empire, increasing student interest in cybersecurity pathways and career paths, supporting regional information & communication technologies labor market demand, and providing faculty professional development technical assistance to colleges and stakeholders.

Activities and Programs

Regional California Mayors Cyber Cup:

- One fall 2020 regional event; Support annual planning, development and marketing of a regional cyber competition that culminates in a statewide competition. The California Mayors Cyber Cup (CMCC) is community-based competition that happens simultaneously in regions across California and aligns with the California cities and mayors. Student teams compete in a cyber competition on behalf of their city mayor once per year to bring home the perpetual cup to their city hall trophy cabinet for that year. The top two winning teams from the CMCC will then compete in the California Governor's Cyber Cup (AKA California Cyber Innovation Challenge). Members from the community, along with parents, school staff, businesses and governments are invited to attend the competition to cheer on the teams while learning more about cybersecurity.
 - Provide a dedicated Regional project team (12 month cycle) who will:
 - Work with Regional Director to determine host college
 - o Develop targeted mailing and calling list to engage key stakeholders, including mayors, city councils, schools, businesses and community groups.
 - o Follow up plan to meet with mayors who will have teams competing in the competition to encourage attendance.
 - Identify and invite regional businesses with an IT or cybersecurity focus to exhibit at the event.
 - o Identify and confirm speaker for closing event.
 - o Issue local press release and follow up to encourage regional news coverage.
 - Provide new coach recruiting— Yearlong effort with primary focus from June through October each year.
 - Provide cyber camp promotion Promotion begins in March through June
 - Provide competition event management Q1 of each year which includes:
 - Work with host college to reserve all resources including rooms, computers, assembly location and technical support.
 - Order all equipment to be rented.
 - o Purchase trophies and medals.
 - o Identify vendor for food and order food. Purchase any items not provided by vendor.
 - o Arrange for photographer and videographer.
 - Establish and publish flow of activities for event.
 - Create electronic invitation and distribute.
 - Manage competition teams, collect registration information and liability forms.
 - Manage regional budget.
 - Provide press and promotion Year round press and promotion of cyber competition and complimentary activities.



- Coordinate awarding perpetual cup to winning mayor/city
- Provide reporting of key success metrics Number of new teams, new coaches, increased student progression to Community College or University Cyber programs.

Cyber Team Coaches Training and Onboarding:

One annual session, summer 2020

As part of the cyber team support through the Inland Empire Cyber Hubs, a cyber competition coaches training and support program will be provided. This will utilize much of the resources provided by the California Cyberhub which is a Statewide initiative to promote cybersecurity awareness, cyber competitions and cyber education.

- Coaches Training, Orientation and Onboarding: Includes training session that cover:
 - Step-by-step team creation
 - o Timeline
 - o Costs
 - Available Competitions
 - CyberPatriot you don't have to wait for Cyber Patriot timeline to get started
 - California Mayors Cup Competition and other regional cyber cup competitions
 - CCIC
 - NCL
 - Circadence
 - Capture the Flag
 - Other
 - Definition of terms
 - Starting a New Team
 - Faculty Coaches
 - Working with Administrators
 - Citizen Coaches (Non-faculty)
 - Finding sponsors
 - Collaborating with local K-12
 - Collaborating with community organizations
 - Team Educational Resources
 - State & National ICT Standards
 - NICE Framework
 - Team Practice Resources
 - Cyber Patriot
 - Images
 - CCIC
 - Digital Forensics Challenge
 - NCL
 - Circadence
 - Coaching Tips
 - o FAQ
 - o Partners / Sponsors
 - Community College Partnership with Cyber Teams
 - Community Organizations Partnership with Cyber Teams
 - Corporations Partnership with Cyber Teams



- Middle School/High School Cyber Team Guide
- Provide ongoing support for coaches and teams

Strong Workforce Program P17, Virtual Lab as a Service (LaaS) Pilot Project:

Project Summary: The Inland Empire/Desert Region has decided to implement a Cloud-Hosted Regional virtual lab service using the Practice Labs platform. This will provide students with the ability to access virtual lab sessions from any location with high-speed internet access using low cost computing devices. Traditionally this type of service is used for Information and Communication Technology (ICT) and Cybersecurity training however, with modern service providers offering custom lab creation tools, instructors can create labs for any curriculum requiring access to software-based tools including Automotive, Business, Health, Manufacturing, Transportation and other fields that use computerized applications and/or testing. The region is planning to implement a pilot implementation in spring 2020 and needs assistance to implement successfully.

Activities and Support needed

- Negotiate service agreement and pooled license agreement with selected Virtual Lab service vendor (Practice Labs).
- Function as the fiscal agent to hold, maintain and make available for use the pool of licenses for the 12 colleges in the region.
- Interface with each college IT department and Canvas LMS administrator to initiate LTI link with the Virtual Lab provider.
- Establish shared resources for regional faculty to support onboarding and usage.
- Personalized onboarding and guidance for best practices relating to:
 - Canvas curriculum integration
 - o Lab interface usage
 - Grading and student performance
- Provide vendor management and manage special case issues requiring additional vendor engagement.
- Provide vendor management to monitor compliance with Service Level Agreements.
- Provide communication and outreach programs to help expand adoption of Virtual Labs on all 12 college campuses.
- Facilitate regional user meetings and encourage participation in developing statewide vendor user groups.
- Provide monthly adoption, usage and license consumption reports along with general status reports.

Key project goals are:

- To provide a turn-key solution that includes all licensing, support, maintenance and curriculum library.
- Enhance expansion of IT and Cybersecurity offerings in the region
- Provide opportunities for each college to answer the Strong Workforce Program metrics –
 More and Better CTE, increasing enrollment and completions.
- Expanding equity of access to all areas of the region by lowering the cost of participation for colleges in rural and/or underserved areas.



Strong Workforce Program P21: Business Information Worker Curriculum Alignment Project

The statewide Academic Senate completed a C-ID effort in fall 2018 to approve certificates and course descriptors for the BIW model curriculum. This project will work to align the region's Computer Applications and related curriculum with the recently C-ID approved Business Information Worker (BIW) certificates. The project will engage faculty from participating colleges to complete this process of curriculum review/revision/creation. The Business Information Worker (BIW) pathway was developed with employer input and teaches the top skills needed by businesses that employ office professionals. Three pathway stages teach entry-level to advanced administrative skills and prepare students to obtain related industry certifications. In our region, many of the colleges have the courses included in the BIW pathway. However, due to poor marketing strategies, and lack of awareness the colleges are experiencing little interest and low enrollment. The following 4 colleges are participating in the project: Crafton Hills College, Chaffey College, Norco College and Palo Verde. Each college has a unique student population and service area of businesses, employers and career opportunities. They need assistance developing a strong BIW pathway program that aligns with labor market information for their college, students and business needs. There are many opportunities to utilize BIW to enhance programs for specific student populations including but not limited to Veterans, Cal-Works students, and foster youth. In addition, there are potential opportunities to deploy BIW pathways through contract education. Each college will need to develop a deployment strategy that will best serve their college and community.

Activities and Support Needed

- Assist Project Team in the development of effective strategies to outline benefits of BIW pathway completion for specific target audiences including employers, students, faculty and administrator
- Develop questions designed to educate and inform businesses of potential partnerships with community colleges to offer BIW pathway highlighting the benefits of the BIW coursework and skill attainment
- Utilizing questions, conduct market research in service area of participating colleges (phone calls, emails and surveys)
- Compile results of market research
- Assist Regional Director and colleges with the development of marketing strategies that will lead to increased awareness and enrollments
- Assist Regional Director in identifying a regional BIW marketing strategy that will assist other Inland Empire colleges to partner with local businesses and increase enrollments

4.3 PRICING INFORMATION

For Proposal to be considered Responsive to this RFP, Vendor shall provide a response to the following.

Submit complete pricing matrix for services related to all activities referenced in this RFP document. This pricing matrix shall be used as a basis for evaluation. The fee for services shall be inclusive of all expenses that will be incurred by the contractor's team such as travel expenses, parking, transportation, lodging, meals, printing, and supplies. The proposed cost shall be a "not-



to-exceed" fee for the completion of the proposed services. An invoice schedule should be included

| | Service | Cost |
|---|--|------|
| 1 | Regional California Mayors Cyber Cup | \$ |
| 2 | Cyber Team Coaches Training and Onboarding | \$ |
| 3 | Virtual Lab as a Service Regional Implementation | \$ |
| 4 | Business Information Worker Market Research | \$ |
| 5 | Overall Total of lines 1 - 3 | \$ |

END OF BID DOCUMENT



The undersigned declares:

Regional Info & Communication Tech for a Strong Workforce - RFP 2020-03

Appendix A

Non-Collusion Declaration

STATE OF CALIFORNIA

| I am the(Title) the party making the foregoing bid. | of, (SUBCONTRACTOR Name) |
|--|--|
| The bid is not made in the interest of company, association, organization, or in the bidder has not agreed with any bidder or anyone else has not in any manner, directly or conference with anyone to fix the bid overhead, profit, or cost element of the contained in the bid are true. The bidder price or any breakdown thereof, or relative thereto, to any corporation, | , or on behalf of, any undisclosed person, partnership, or corporation. The bid is genuine and not collusive or adirectly induced or solicited any other bidder to put in a t directly or indirectly colluded, conspired, connived, or to put in sham bid, or to refrain from bidding. The bidder indirectly, sought by agreement, communication, or d price of the bidder or any other bidder, or to fix any ne bid price, or that of any other bidder. All statements fer has not, directly or indirectly, submitted his or her bid the contents thereof, or divulged information or data partnership, company, association, organization, bid t thereof, to effectuate a collusive or sham bid, and has or entity for such purpose. |
| joint venture, limited liability company | on behalf of a bidder that is a corporation, partnership, limited liability partnership, or any other entity, hereby wer to execute, and does execute, this declaration on |
| | ry under the laws of the State of California that the this declaration is executed on day of |
| , 20 at | (City, State) |
| Signed: | |



Appendix B

Contractor Profile Form & Designation of Names

| CONTRACTOR Name: | |
|--|--|
| DUE N | LATER THAN 3:00 P.M. PST on 2/20/2020 |
| | for Regional Info & Communication Tech for a Strong Workforce undersigned submits this firm offer to: |
| | SBCCD ional Info & Communication Tech for a Strong Workforce tn: Steven Sutorus, Business Manager 550 E. Hospitality Lane, Suite 200 San Bernardino, CA 92408 |
| Section 1: Designation of N | ımes |
| Person Responsible for Bid: | |
| Street Address: | |
| | |
| Telephone: | Fax: |
| | |
| | oration, Sole Proprietorship, etc.) (EIN or SSN) |
| Section 2: Bid CONTRACTOR must enter a next page of the Bid Form if a | fixed price for each Unit Price item in the space(s) provided on th plicable. Bidder's unit prices shall include all labor, materials, tools nd all other direct and indirect costs and expenses to produce an |
| I, | , the undersigned, the |
| (Name of Company) Form; that I have carefully eincorporation of the following to SBCCD that if awarded, all under penalty of perjury under | , the undersigned, the |
| Signature: | Date: |



Appendix C

FINANCIAL STATEMENTS (To be supplied by SUBCONTRACTOR)



Appendix D

PROFESSIONAL SERVICES AGREEMENT (Sample)

| | ernardino, CA 92408 |
|--------------|---|
| | greement is made and entered into by and between the SBCCD hereinafter referred to as RICT", andhereinafter referred to as "CONTRACTOR". RECITALS |
| WHER and; | REAS, the DISTRICT needs professional services; |
| | RAS, the CONTRACTOR is professionally and specially trained and competent to provide services; and, |
| | REAS , the authority for entering into this agreement is contained in Section 53060 of the nment 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 |



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 (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

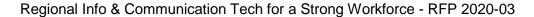
6. CONTRACTOR'S STATUS

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

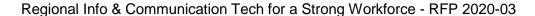
The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 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 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

Steven Sutorus, Business Services SBCCD 550 E. Hospitality Lane, Suite 200 San Bernardino CA 92408 909-388-6911

| IF TO | O CON | TRACT | ΓOR | | |
|-------|-------|-------|-----|--|--|
| | | | | | |
| | | | | | |
| | | | | | |

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. EXHIBIT AND ADDENDUM INCORPORATED

Exhibit "A" is 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: | |

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 |