



Request for Qualifications/Proposals: Project Management and Construction Management Services

RFQ/P No. 2023-02

RFQ/P Released: 10/20/2022
Technical Questions Due: 10/28/2022
Proposal Due: 11/03/2022

SUBMIT PROPOSALS VIA EMAIL TO:
Steven J. Sutorus, Business Manager
ssutorus@sbccd.edu
Subject: RFQ/P No. 2023-02 Response – Firm Name

San Bernardino Community College District
550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408
Phone: 909-388-6911

RFQ/P No. 2023-02

REQUEST FOR QUALIFICATIONS/PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

1 INTRODUCTION

The San Bernardino Community College (District) is seeking proposals from qualified firms for professional services to provide project management and construction management services for various non-bond projects, including but not limited to; student housing, land acquisition, scheduled maintenance, deferred maintenance, special repairs, system upgrades, refurbishments, new construction, sustainability & energy projects, etc. The approximate total value of projects needing PM/CM service is \$15 Million.

The District desires to engage one firm to provide a complete range of project management and construction management (PM/CM) services to support all non-bond projects. The full contracted scope of work shall be negotiated with the selected firm, based on the services proposed by the firm and/or required by the District. It is essential for the selected firm to recognize the need to preserve the collegial and participative culture of the community college environment while effectively and efficiently completing projects. It is critical that the PM/CM is successfully able to blend the authority delegated to them by the District with the District's non-delegable responsibilities to form a constructive and effective working relationship. The contract for these services will have a three-year term, with the right to renew for an additional two-year term.

This Request for Qualifications/Proposals (RFQ/P) describes the types of projects, the scope of services, consultant selection process, and minimum information that must be included in the proposal. This RFQ/P will request each Proposer to concisely state its qualifications and its concept for how the PM/CM and District will develop a constructive and effective partnership. The PM/CM staff will coordinate with the Director of Facilities Planning, Facilities Project Manager, and Associate Director of Energy, Sustainability & Safety Administration.

2 BACKGROUND AND DESCRIPTION

The mission of the San Bernardino Community College District ("District" or "SBCCD") is to transform lives through the education of our students for the benefit of our diverse communities. For nearly 100 years, San Bernardino Valley College and Crafton Hills College have provided award-winning, affordable higher education and career training to low and middle-income students from 21 cities and surrounding communities including, Big Bear Lake, Colton, Grand Terrace, Loma Linda, Redlands, Rialto, San Bernardino and Yucaipa. Today, the District serves about 21,000 students every year.

CRAFTON HILLS COLLEGE With its dedicated professors, ample extracurricular opportunities, supportive staff, and beautiful surroundings, Crafton Hills College ("CHC") is a place where students thrive. Since its opening in 1972, more than 100,000 people of different ages, interests, and backgrounds have attended CHC, drawn to the outstanding educational opportunities available to students interested in earning two-year associate degrees, transferring to four-year colleges and universities to obtain bachelor's degrees, career and technical education programs, and general education to increase job effectiveness or learn new skills. CHC offers more than 50 programs in the liberal arts and sciences, vocations, and

technical studies, and currently serves about 6,300 students each semester. Students can receive multidisciplinary degrees, including Fine Arts, Health Sciences, Liberal Studies - Teacher Preparation, and Social Science, and the Fire Science and Emergency Medical Services-Paramedics programs are some of the finest community college programs in the state, with CHC the primary trainer for paramedics in San Bernardino and Riverside counties. CHC also has the distinction of being the top community college in the Inland Empire when it comes to degree/certificate completion rates and course retention/success rates. CHC's mission is to advance the educational, career, and personal success of our diverse campus community through engagement and learning.

SAN BERNARDINO VALLEY COLLEGE Now in its 90th year, San Bernardino Valley College (SBVC) is a comprehensive community college offering a full range of degrees, transfer programs to four-year institutions, and certificates in a wide range of careers. As the original and largest of two colleges in the District, SBVC is a regional leader in career and technical education with programs in nursing, human services, computer information technology, welding, electrical and dozens more. Weekend, online, evening, short-term and distance learning classes are available along with classes in Big Bear. SBVC's mission is to prepare students for transfer to four-year universities, to enter the workforce by earning applied degrees and certificates, to foster economic growth and global competitiveness through workforce development, and to improve the quality of life in the Inland Empire and beyond.

3 SCOPE OF SERVICES

- A. As needed, project management and construction management services for various non-bond projects, including but not limited to; student housing, land acquisition, scheduled maintenance, deferred maintenance, special repairs, system upgrades, refurbishments, new construction, sustainability & energy projects, etc. The approximate total value of projects needing PM/CM service is \$15 Million. Services to include:
 - a. Procurement
 - b. Programming
 - c. Project Management
 - d. Due diligence
 - e. Estimating
 - f. Scheduling
 - g. Preconstruction Consultation
 - h. Construction Management
 - i. Project Oversight
 - j. Project Document Control/Archives
 - k. Agency Coordination
 - l. QA/QC Strategy and Management
 - m. Presentation, Reports, and Documentation
 - n. Turnkey support

- B. Administration and Governance
 - a. Stakeholder forums, Shared Governance, Phasing and Logistics Planning for Project Implementation, recommendations for User Group and Committee Participation
 - b. Recommendation and support in the establishment of project budget allocations, project scheduling, scoping and criteria documents, master planning, and cash flow projections for accessing funds.
 - c. Compliance with CEQA and EIR process and requirements
 - d. Assist with documentation and streamlining the various processes

- e. Support for board item preparation, documentation and stakeholder reporting formats, cadence, and content
- f. Program support for performance and financial audit cadence, content, and methodology
- g. Assist in implementing BP6610 Local, Minority, Women, and Veteran-Owned Enterprise Program
- h. Develop a full toolbox of methods for efficiency and appropriateness of use
 - I. Design-Build – allows for shifting of design risk and best value evaluation of contractors
 - II. Design RFQ/P Build – allows the specific design to be scoped and maximum competition of cost
 - III. Multiple Prime – Allows direct management of trade work and removal of top- level markup
- o. Consider prequalification and project bundling based on dollar value, sequence and timing, economies of scale, and firm size participation in the project.
- p. Maintain Construction Management Fundamentals – ensure a clear scope of work, highest quality designs, established schedule and payment baseline, and real-time progress monitoring.

The scope of services may vary for each individual project. It is intended that the PM/CM will provide construction management, project management, and staff augmentation services to support the District in managing projects from pre-planning through project close-out.

4 PROPOSAL REQUIREMENTS

4.1 General

It is important that your submission exactly follows the format below and that the sections are numbered to correspond to the requirements below. The proposal shall be in the following format:

- A. Executive Summary**
- B. Table of Contents**
- C. Firm Information: Identification of the Proposer**
- D. Staffing Resources and Fee Schedule**
- E. Experience and Technical Competence (General Experience)**
- F. Experience and Technical Competence (Project Specific Experience)**
- G. Experience and Technical Competence (Technical Competence)**
- H. Insurance**
- I. Litigation**
- J. Non-Collusion Declaration**
- K. Vendor Profile Form and Designation of Names**
- L. Local Vendor Designation Form**

4.2 Contents

- A. Executive Summary (Limit: 2 pages)

Provide an overview of the entire proposal describing the general approach or methodology the Proposer will use to meet the goals and fulfill the general functions required in this RFQ/P. Include in your summary the reasons why your firm should be selected.

- B. Table of Contents (Limit: 1 page)

C. Firm Information: Identification of the Proposer (Limit: 1 page)

1. Legal name and address of the company
2. Legal form of company (corporation, partnership, etc.).
3. Address, phone number, email address, website address, and direct email address of the person that will be primarily responsible for providing services for this Proposal.
4. California Business License Number.

D. Staffing Resources and Fee Schedule (Limit: 6 pages)

1. Firm Staffing and Key Personnel

- a. Provide a total number of professional staff employed by the firm.
- b. Identify the individuals who will be principally responsible for working with the District and have a direct day-to-day role for the CM/PM. Indicate the role and responsibility of each individual.
- c. Provide resumes of individuals who will be working directly with the District.
- d. Proposer must submit an organization chart to identify KEY positions: Senior Project/ Construction Manager, Project Controls Manager, Project Manager, Project Engineer, Estimator, as well as the district point- of contact and role(s) of any sub-consultant(s).

2. Fee Schedule for the requested Positions

3. Subcontractors

The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor or subconsultant that is anticipated to perform each function if known at this time.

E. Experience and Technical Competence

1. General Experience (Limit: 1 Page)

- a. The Proposer shall state the number of years the firm has conducted business and demonstrate the ability to manage large dollar-value projects. Proposer must have at least five (5) years of experience in providing the outlined scope of required services (Section 4) for public sector education clients, such as K-12, community colleges, and universities, in excess of \$10 million total project value for individual clients. Please provide three references to support the number of years of experience and dollar value with public sector education clients. Include the name, address, and phone number, and contact

name for each reference.

- b. The Proposer should describe any experience with providing services related to a facility funded through the California Community College Chancellor's Office (CCCCO).

F. Project-Specific Experience (Limit: 5 pages)

- a. The Proposer shall provide a description of the three most relevant CM projects involving school construction programs for K-12, community colleges, or four year colleges and universities, within the last five years, no more than one page per project, to include:

1. Role of the proposer -
2. Dollar value of the program
3. Dollar value of the CM fee
4. Program Description
5. Staffing
6. Duration of program
7. Relationship to client.
8. Contact name, position, entity name, telephone number and e-mail address for each project.

- b. If any of the following has occurred, please describe in detail:

1. Failure to enter into a contract or professional services agreement once selected.
2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating a state or federal antitrust law by RFQ/P or proposal rigging, collusion, or restrictive competition between RFQ/P proposers, or conviction of violating any other federal or state law related to RFQ/P professional services performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

G. Technical Competence (Limit: 12 pages)

- a. Identify the methods the firm will use to ensure that each project's scope will be defined and represented in the plans and specifications.
- b. Describe your firm's knowledge and experience with State funding for school construction programs.
- c. Describe your firm's knowledge and experience with State Regulatory Agencies impacting California Community Colleges.
- d. Describe the firm's cost estimating approach and methodology from planning and design through construction.
- e. Describe the firm's cost estimate history: review the firm's cost estimates versus actual RFQ/P amounts on three or more projects, preferably California education projects. Include examples and written explanations.

H. Insurance (Limit: 1 page - not including supporting documentation)

Evidence of ability to meet minimum insurance requirements. Proposer must be able to carry, maintain, and keep in full force and effect a policy or policies of insurance as identified below:

1. Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. Three Million Dollars (\$3,000,000) aggregate.
2. Automobile liability insurance of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Workers' Compensation and Employer's Liability Insurance: The Proposer shall insure (or be a qualified self-insured) under the applicable state laws relating to workers' compensation insurance. The Proposer shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
4. Professional Liability Insurance: The Proposer shall provide professional

THE SUBMISSION OF A PROPOSAL INDICATES THAT THE PROPOSER WILL AT A MINIMUM BE ABLE TO MEET THE ABOVE ENUMERATED INSURANCE LIMITS IF SELECTED, ACTUAL INSURANCE LIMITS WILL VARY BASED UPON THE FINAL AGREEMENT AS DETERMINED BY THE DISTRICT IN ITS SOLE DISCRETION, BUT WILL NOT BE LOWER THAN THE ABOVE STATED LIMITS.

I. Litigation (Limit: 1 page)

Provide litigation history for any claims filed by your firm or against your firm related to the provision of program and project management services in the

last five (5) years.

- J. Fill out and include the “Non-Collusion Declaration Form” included as Exhibit A of the RFQ/P (Limit: 1 page)
- K. Fill out and include the “Vendor Profile Form and Designation of Names” included as Exhibit B of the RFQ/P (Limit: 1 page)
- L. Fill out and include the “Local Vendor Designation Form” included as Exhibit C of the RFQ/P (Limit: 1 page)

5 Reimbursable Expenses

Reimbursable expenses shall be billed at the actual cost. All reimbursable are subject to prior District approval. Supporting documentation shall be required for billing/verification. Subconsultant shall be billed at cost plus 10% markups; prior approval is required.

6 PRE-SUBMITTAL ACTIVITIES

6.1 Questions Concerning Request for Proposal

All questions, interpretations, or clarifications, either administrative or technical must be requested in writing and emailed to the following individual by October 28, 2022:

Steven Sutorus, Business Manager

Email: ssutorus@sbccd.edu

Subject: RFQ/P No. 2023-02 Questions – Vendor Name

The DISTRICT shall distribute its responses to requests for interpretation or clarification on October 31, 2022, by posting them on its website.

6.2 Revisions to the Request for Qualifications/Proposal

The DISTRICT reserves the right to revise any part of this RFQ/P at any time. Modifications to this RFQ/P shall be made only by written addendum issued by the District and posted on the District’s website. Oral statements regarding the Project or contents of this RFQ/P by any persons should be considered unverified information unless confirmed in writing.

The DISTRICT reserves the right to waive any irregularity, reject any or all submittals, or cancel this RFQ/P. The DISTRICT further reserves the right not to contract for the services described in the RFQ/P.

7 SUBMITTAL REQUIREMENTS

7.1 General

Proposer must submit proposals in the format identified in this section to allow the District to fully evaluate and compare the proposals. All requirements and questions in the RFQ/P should be addressed and all requested data shall be supplied. The District reserves the right to request additional information, which, in the District's opinion, is necessary to assure that

the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

7.2 Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ/P. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings, promotional materials, etc., are not necessary or desired. However, technical literature that supports the firm's approach and work plan could be included as part of the proposal. Emphasis should be concentrated on the completeness, approach to the work and clarity of proposal.

7.3 Format

Proposals shall adhere to this required format for organization and content. Proposal must be divided into the individual sections and organized as follows: (Total number of pages-38)

- A. Executive Summary (2 pages maximum)
- B. Table of Contents: Provide a table of contents referencing section headings and page numbers. (1 page maximum).
- C. Firm Information Identification of the Proposer (1 page maximum)
- D. Staffing Resources and Fee Schedule (6 pages maximum)
- E. Experience and Technical Competence: General Experience (1 page maximum)
- F. Experience and Technical Competence: Project Specific Experience (5 pages maximum)
- G. Experience and Technical Competence: Technical Competence (12 pages maximum)
- H. Insurance (1 page maximum – not including supporting documentation)
- I. Litigation (1 page maximum)
- J. Non-Collusion Declaration (1 page maximum)
- K. Vendor Profile Form and Designation of Names (1 page maximum)
- L. Local Vendor Designation Form (1 page maximum)

The RFQ/P shall not exceed 33 pages, excluding front and back covers and supporting documentation. Font size shall not be less than 10pt.

The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

7.4 Date, Time and Place of Submission

The proposal must be received no later than November 3rd, 2022, and shall be emailed to ssutorus@sbccd.edu. Email Subject: RFQ/P No. 2023-02 Response – Vendor Name.

All proposals will be submitted to the email address listed above; proposals sent by facsimile are not acceptable. The Proposer is entirely responsible for the means of delivering the proposal via email on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal

must be completed and emailed in sufficient time to avoid disqualification for lateness due to difficulties in delivery. LATE PROPOSALS WILL NOT BE ACCEPTED.

Modifications of proposals received after the deadline specified in this section will not be considered.

7.5 **Number of Copies**

One (1) PDF proposal shall be submitted to the District contact person identified in Section 7.4.

7.6 **Packet Submission**

Proposals shall be emailed with the following information:

- A. Subject line – RFQ/P No. 2023-02 Response – Vendor Name
- B. Proposal – include as a PDF attachment (Size: Less than 25 MB)

8 **EVALUATION AND AWARD OF CONTRACT**

8.1 **Evaluation Process**

The District will screen all proposals for compliance with this RFQ/P. Proposals will be evaluated to assess the degree to which the response accurately reflects proposed performance.

The District reserves the right during the selection process to inspect the Proposer's activities and statements with respect to this RFQ/P to ensure the Proposer's competence and ability to perform the specified services.

8.2 **Proposal Evaluation Criteria**

The District shall evaluate the qualifications, experience and capabilities set forth in each Proposal and score according to the following Evaluation Criteria:

Points	Criteria/Section
5	Executive Summary
45	Staffing Resources and Fee Schedule
40	Experience and Technical Competence: General Experience, Project Specific Experience, and Technical
5	Litigation
5	Local Vendor Designation
100	Total Points

9 TENTATIVE SCHEDULE OF EVENTS

The District anticipates the following tentative timeline:

<u>Action</u>	<u>Date</u>
Release of Request for Proposal	October 20, 2022
Last Day to Submit Questions for Clarification	October 28, 2022
District Issues Response to Requests for	October 31, 2022
Deadline for Receipt of Proposals	November 03, 2022
Selection Process	November 4-7, 2022
Notification of Intent to Award	November 7, 2022
Board Meeting – Approval to Award Contracts	December 8, 2022
Notice of Award Issued	December 9, 2022

The above scheduled dates are tentative and District retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind the District to award a contract for the above-described professional services and the District retains the sole discretion to cancel or modify any part of or all of this RFQ/P at any time.

10 GENERAL PROVISIONS

11.1 Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services, which will be memorialized in writing and executed by both parties.

11.2 Addenda

The District may modify this RFQ/P or any of its deadline dates set forth in the RFQ/P prior to the date fixed for submission of proposals by posting an addendum on its website. The District will make every effort to send notification of an addendum to all firms who have received an RFQ/P packet or attended the pre-proposal meeting. It is each Proposer's responsibility to ensure they have received all addenda.

11.3 Reservations

The District reserves the right to cancel this RFQ/P at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQ/P.

The District may reject any or all proposals and may waive any immaterial deviation or minor irregularity in a proposal. The District's waiver of an immaterial defect shall in no way

modify the RFQ/P documents or excuse the Proposer from compliance with the other provisions of this RFQ/P.

11.4 Disposition of Proposals

Proposals become the property of the District. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

11.5 Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

11.6 Prevailing Wages

Proposers are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws to the extent applicable.

11.7 Exceptions Certification to this RFQ/P

In submitting a proposal in response to this RFQ/P, Proposer is certifying that it takes no exceptions to this RFQ/P including, but not limited to, the attached sample Agreement "Exhibit D". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be a reason for rejection of the proposal. As such, the Proposer is directed to carefully review Exhibit D and, in particular, the insurance and indemnification provisions therein.

11.8 Confidentiality of Proposal

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFQ/P shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either District and the successful proposer have completed negotiations and entered into an agreement or District has rejected all proposals. All correspondence with the District including responses to this RFQ/P will become the exclusive property of the District and will become public records under the California Public Records Act. Furthermore, the District will have no liability to the Proposer or any other party as a result of any public disclosure of any proposal or the agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District is not in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or

“Proprietary”, the District will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

11.9 Price Validity

Prices provided by Proposers in response to this RFQ/P are valid for Ninety (90) days from the proposal due date. The District intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and contracts are awarded.

11.10 No Commitment to Award

Issuance of this RFQ/P and receipt of proposals does not commit the District to award a contract. The District expressly reserves the right to postpone the RFQ/P process for its own convenience, to accept or reject any or all proposals received in response to this RFQ/P, to negotiate with more than one Proposer concurrently, to award one or more contracts, or to cancel all or any part of this RFQ/P.

11.11 On-Call Based Agreement

This is an on-call-based agreement, and the Award of a contract to a Proposer is not a guarantee of work. No firm is guaranteed any work under the awarded contract and, by extension, any compensation thereunder until such time the district, in its sole discretion, chooses to issue a task order seeking specified services.

11.12 Prevailing Wage

Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public work” and “maintenance” projects. The Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable.

Exhibit B

Vendor Profile Form & Designation of Names

VENDOR Name: _____

In response to SBCCD's Notice Inviting Proposals for Project Management and Construction Management Services, the undersigned submits this firm offer to:

SBCCD
RFP # 2023-02, Project Management and Construction Management Services
Attn: Steven Sutorus, Business Manager
550 E. Hospitality Lane, Suite 200
San Bernardino, CA 92408

Section 1: Designation of Names

Person Responsible for RFQ/P: _____

Street Address: _____

SBCCD, State & Zip: _____

Telephone: _____ Fax: _____

Email: _____

Business Type: _____ TIN: _____

(Corporation, Sole Proprietorship, etc.)

(EIN or SSN)

Section 2: Certification of Request for Qualification/Proposal

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

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

Form; that I have carefully examined the requirements of this RFQ/P; acknowledge receipt and incorporation of the following Addenda, _____; that this RFQ/P Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this RFQ/P 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 RFQ/P Form is true and correct.

Signature: _____ Date: _____

Exhibit C

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___

Exhibit D:

Sample SBCCD Professional Services Agreement

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

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

RECITALS

WHEREAS, the DISTRICT needs professional services; _____ and;

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

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

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

AGREEMENT

1. DESCRIPTION OF SERVICES

Services shall be rendered per RFP of this agreement.

2. TERM

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

3. COMPENSATION

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

4. TERMINATION

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

5. RELATIONSHIP OF PARTIES

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

6. CONTRACTOR'S STATUS

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

7. INSURANCE PROVISIONS

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

- I. A. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work performed by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR
- B. For any claims related to this project, the CONTRACTOR's Insurance coverage shall be primary insurance as respect the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has be proved to the DISTRICT.
- II. Professional liability, and/or Errors & Omissions coverages are written on a claims-made form:
 - A. The retroactive date must be shown, and must be before the date of the contract and/or the beginning of the contract work.
 - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contracted work.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - D. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
- III. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the DISTRICT. Exception may be made for Stat Compensations Insurance Fund when no specifically rated.
- IV. Verification of Coverage: Consultant shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by the clause. The Endorsement should be in a format that conforms to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage require by these specifications at any time.
- V. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or contractor may acquire 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, \$3,000,000 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 than as required by the State of California.

Workers' Compensation and Employer's Liability Insurance: The Proposer shall insure (or be a qualified self-insured) under the applicable state laws relating to workers' compensation insurance. The Proposer shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

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

9. HOLD HARMLESS

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

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

10. AMENDMENTS

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

11. ATTORNEY'S FEES

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

12. ENTIRE AGREEMENT

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

13. INDEPENDENT CONTRACTOR

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

14. LAW TO GOVERN: VENUE

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

15. NOTICES

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

IF TO DISTRICT
ATTN: Business Services
San Bernardino Community College District
550 East Hospitality Lane, Suite 200
San Bernardino CA 92408

IF TO CONTRACTOR

16. VALIDITY

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

17. ADDENDUM INCORPORATED

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

18. PUBLIC EMPLOYEE

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

19. STRS RETIREE

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

20. ASSIGNMENT

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

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

DISTRICT SIGNATURE
Steven J. Sutorus, Business Manager

Date _____

CONTRACTOR SIGNATURE

Date _____

Name: _____

Title: _____