

**SAN BERNARDINO CITY UNIFIED SCHOOL
DISTRICT**



**REQUEST FOR PROPOSALS NO. 201
FOR
EDUCATIONAL SPECIFICATIONS
and
MASTER PLANNING SERVICES**

**PROPOSAL DEADLINE DATE
July 27, 2017 by 3:00 P.M.**

SUBMIT TO

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Facilities Management/Maintenance & Operations Department
956 W. 9th Street
San Bernardino, California 92411
Phone: (909) 388-6100
Attention: Jennifer Wilhelm

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PURPOSE OF THE RFP:

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (SBCUSD) Facilities Management Department acting by and through its Governing Board, hereinafter referred to as the DISTRICT, is soliciting and issuing this Request for Proposals (RFP) and will receive up to, but no later than **July 27, 2017 by 3:00 p.m.**, proposals from interested parties.

The purpose of this RFP is to select a qualified consultant to develop the District's Educational Specifications with the option of also providing Master Planning and related services. The District reserves the option to issue a single or multiple contracts to provide these service to guide future Facilities Capital Improvement Projects. The District is completing a \$1.0 billion capital improvement program, however still has specific modernization and growth needs. The plan will address short and long term District educational goals and objectives and facilitate the Board of Education's ranking of priorities and consideration in future facility investments and improvements.

The District seeks a variety of master planning related services including educational specification development, as well as optional services including limited facilities condition assessments, updates to design standards, space planning, and outreach/meeting facilitation. Consultants must have experience in educational specification preparation and facilities master planning for California educational facilities and a proven track record of matching facilities needs with educational priorities in a K-12 environment.

All qualified parties are encouraged to submit proposals. Proposals must be submitted in a sealed envelope, addressed as indicated on the front page, with the name and address of the respondent in the upper, left corner, under which should be clearly printed: **REQUEST FOR PROPOSALS: EDUCATIONAL SPECIFICATION & MASTER PLANNING SERVICES.**

Following review and ranking of proposals received, the District intends to establish a short list of consultants for interview. Upon completion of the interviews, consultants shall be ranked and the District shall enter into a professional services agreement with the selected consultant(s). A sample of the anticipated professional services agreement (for information purposes only) is attached to this RFP.

For additional information regarding the District, please visit the San Bernardino City Unified School District Internet web site at www.sbcusd.k12.ca.us or by calling (909) 381-1100.

ANTICIPATED TIMELINE*:

Request for Proposals Issued.....	June 15, 2017
Deadline for Submittal of Questions	June 22, 2017
Responses to the Questions Submitted.....	June 27, 2017
Due Date for Submittal of Proposals.....	July 27, 2017

*Dates are subject to change.

QUESTIONS AND CLARIFICATION OF THE RFP

Questions, request for explanation or clarifications in regard to this RFP shall be made in written form and submitted via email June 22, 2017 to Jennifer Wilhelm, Business Outreach Coordinator, Facilities Management Department at jennifer.wilhelm@sbcusd.k12.ca.us.

The District will advise all parties known to have received a copy of the RFP of responses to the requests for explanation or clarifications by email and via posting on the Facilities website at www.sbcusdfacilities.com. All parties interested in responding to the RFP are advised to check the websites for any updates.

COMMUNICATION RESTRICTIONS

To ensure a level playing field with an open and uniform competitive process, Respondents and their Representatives must adhere to restrictions on unallowable communications set below.

From the time the Request for Proposal (RFP) is announced until the time a contract award recommendation is made public by posting on the District website, Respondents and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any SBCUSD official as this could appear to be an attempt to curry favor or influence. An "SBCUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of SBCUSD" who is involved in making recommendations or decisions for SBCUSD.

(a) Prohibited Communication – Examples of prohibited communication by Respondents and their Representatives include, but are not limited to:

- (i) contact of SBCUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
- (ii) contact of SBCUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
- (iii) contact of SBCUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.

(b) Exceptions – The following are exceptions to the Communication Restrictions:

- (i) open and uniform communications which are made as part of the procurement process such as requests for clarification or information made in writing, under the terms expressly allowed for in the RFP document; (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
- (ii) negotiations with SBCUSD's designated negotiation team members;
- (iii) protests which follow the process outlined by SBCUSD's protest policies and procedures; and
- (iv) requests for technical assistance approved by SBCUSD contract officials. (For example, questions relating to SBCUSD's LBOP Program.)

CONTENTS OF THE REQUEST FOR PROPOSALS

Firms must submit one (1) signed original, two (2) hard copies and a digital copy (on a compact disc “CD” or USB thumb drive) of the proposals. Proposal should not exceed 80 pages, total, not including tabs. (*Note: Pricing proposal information is not included in the page count. Proposed Fee Schedule, Reimbursable Expenses, and requested pricing by phase should be submitted concurrently with the proposal, but in a separate, sealed envelope, clearly stating the name of the proposing entity and RFP Number 201.*) Double sided printing is preferred (each side shall count as one page). Font should be no smaller than 10 point, tables and graphics excepted. The response should demonstrate the qualifications, competence and capacity of the proposing firm(s). To facilitate easier review, please organize your response to address the requested information in the order listed below. Proposals should include the following:

1. **Cover Letter/Statement of Interest** - - Include a cover letter, addressed to Jennifer Wilhelm, Business Outreach Coordinator, stating the following:
 - 1.1. Legal name of the firm to respond to this RFP,
 - 1.2. A brief description of the respondent and statement of interest.
 - 1.3. Identify any sub consultant firms or subcontractor to be involved in execution and delivery of the work.
 - 1.4. Name, title and contact information for firm’s contact person for the duration of the proposal process.
 - 1.5. A statement affirming that your proposal shall remain valid for a period of ninety (90) calendar days following the deadline for submission of proposals as set for in the RFP (and as may be amended by RFP addenda).
 - 1.6. Cover letter must be signed by individual authorized to commit the firm to the terms of the proposal.
2. **Table of Contents** – (not scored) The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers. Tabs identifying the proposal section numbers are preferred.
3. **Description of Firm** – Include a summary description of firm’s background and qualifications for providing the requested services. Include information regarding the size of the firm, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The respondent shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
4. **Personnel and Staffing Resources** –
 - 4.1. Provide an organizational chart of your proposed team. Identify any team members who are sub consultants.
 - 4.2. Submit resume(s) for key personnel who will be proposed to provide the requested services, including their qualifications and recent related experience providing similar services. Resumes should be limited to one (1) page each.

- 4.3. Provide a brief description of proposed staffing plan and plan for recruiting and utilizing local businesses within the boundaries of the City of San Bernardino and the City of Highland.
- 4.4. Include an affirmative statement that the firm and all assigned key staff are professionally qualified to perform the requested services, capable of successfully completing District background clearance requirements (Live Scan) and hold any/all proper business or other required licenses.
5. **Local Businesses Participation** – Describe respondent’s involvement with San Bernardino area businesses and willingness to integrate and assist local businesses of any type who could benefit from association with the work contracted.
6. **Capacity & Methodology** – (Section response should be no more than 10 pages in length.)
 - 6.1. Describe how the respondent will provide services and fulfill the requirements and expectations of the District and this RFP.
 - 6.2. Briefly describe proposed approach specifically to the background data collection/stakeholder outreach and educational specification phases.
 - 6.3. Address the ability of the respondent to undertake and accomplish the required scope of services
 - 6.4. Provide insight on firm’s record of meeting schedules and deadlines of other clients;
 - 6.5. Describe advantages or differentiators over other entities providing similar services.
 - 6.6. Information should be furnished for both the respondent and any sub consultants included in the proposal.
7. **Proposed Timeline** – Provide proposed schedules in Gantt chart format, indicating major subtasks and proposed durations addressing the following phases:
 - 7.1. Timeline for Phase 1 – Data Review, Key Stakeholder Outreach and Development of Educational Specifications
 - 7.2. Timeline for Phase 2 – Facilities Condition Assessment (Optional phase)
 - 7.3. Timeline for Phase 3 – Draft Master Plan Development (Optional phase) and Phase 4 Final Master Plan (Optional Phase)
8. **Experience and References** – Provide summary of proposed team’s experience in past performance of similar service and related experience for at least three (3) projects developing educational specifications and/or comprehensive master plans for multiple facilities, preferably completed within the last eight (8) years. (No more than 2 pages per project.)
 - 8.1. Project Name, and summary of the project (scope, number of facilities, etc.)
 - 8.2. Contract value
 - 8.3. Beginning and end dates of service
 - 8.4. Client name, client reference name, title, email and telephone number.

9. **Example excerpt of completed Educational Specification** – Provide excerpt of a previously completed Educational Specification which best represents the respondent’s capabilities. (Excerpt may be up to 10 pages in length.)
10. **Example excerpt of completed Master Planning efforts** – Provide excerpt(s) of a previously completed Master Planning effort which best represents the respondent’s capabilities. Quality and clarity of provided excerpt of previously completed Master Planning effort. (Excerpt may be up to 10 pages in length.)
11. **Attachments** – Attachments 1 through 6 of this RFP are issued as mandatory forms and must be completed and returned with the proposal.
 - 11.1. **Attachment 1 Acceptance** - Each respondent must complete and return the “Attachment 1 Acceptance” form as found at the end of the Attachment 1 Sample Contract. Any questions regarding the terms of the sample agreement should be submitted in writing during the time period for questions, information, or clarifications. Any proposed modifications or deviations to the sample agreement must be noted on the Attachment 1 Acceptance form. Please note that modifications or deviations not identified in the proposal will not be considered after the evaluation and award. Form must be signed by an authorized representative of the proposing firm.
 - 11.2. **“Attachment 2” Respondent Questionnaire** – Each respondent must completely answer the questions in Attachment 2 of the RFP. Note: Attachment 2 requests information that may also be included in other sections. Please include requested information in multiple sections if requested.
 - 11.3. **“Attachment 3” Proposed Fee Schedule and Reimbursable Expenses** – Respondents shall state their proposed fees and a table of reimbursable expenses. ***Note: Proposed Fee Schedule, Reimbursable Expenses, and requested pricing by phase should be submitted concurrently with the proposal, but in a separate, sealed envelope, clearly stating the name of the proposing entity and RFP Number 201.***
 - 11.3.1. Provide “not-to-exceed” pricing by project phase. (Phases are identified in RFP “Scope of Services”.)
 - 11.3.2. Rate Schedule: Include proposed hourly rates for all personnel to be assigned to the District. Hourly rates are to be inclusive of all travel costs.
 - 11.3.3. Reimbursable Expenses: The maximum charge for all reimbursable costs shall be an amount not-to-exceed ten (10) percent of the Contract Amount unless otherwise approved by the District. Reproduction for District use shall be transmitted by selected respondents to District’s reproduction vendor. Proposals must list basis for all other reimbursable costs including any markups. Please note that the District does not reimburse the cost of postage, faxes, deliveries, telephone and communication, mileage and/or travel expenses to and from District offices and/or project sites.
12. **Equal Employment Opportunity (EEO) Certification “Attachment 4”** – Proposing firm (Prime) must certify that compliance with the federal EEO requirements is met.

13. **Worker's Compensation Insurance Certification "Attachment 5"** - Complete and sign the Worker's Compensation Insurance Certification form. Respondents shall describe the outcome of design and construction-related claims, if any, filed against the respondent's general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful respondent according to the terms of this RFP.
14. **Business Outreach Program "Attachment 6"**– Respondents are requested to submit the District's Local Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of professional service providers in the Facilities Capital Improvement Program. Copies of the LBOP registration form is attached hereto as Attachment 6.
15. **Additional Information** - Respondents are encouraged to provide additional information or description of resources the respondent feels is pertinent to the RFP. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

PREPARATION AND SUBMITTAL OF THE PROPOSAL

Proposal Submittal and Deadline

One original, two hard copies and one digital copy of the proposal must be submitted under sealed cover by no later **than 3:00 p.m. on July 27, 2017**. Mark your company name, qualification title and RFP deadline on the outside of the sealed qualification envelope or box.

Proposals shall be delivered to the attention of:

Jennifer Wilhelm, Business Outreach Coordinator
Facilities Management Department
San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411
jennifer.wilhelm@sbcusd.k12.ca.us

It is the sole responsibility of the respondent submitting the qualification to ensure that their qualification is actually received in the Facilities Management Department office prior to the deadline time and due date. Late submissions will not be considered. Fax, email or telegraphic proposals will not be accepted.

Proposals Completeness

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of respondents to this RFP including, but not limited to, the respondent's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by District.

District shall not pay for any costs incurred for the proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

Right to Use Ideas

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the RFP shall not affect this right.

Modification or Withdrawal of RFP

A respondent may modify or withdraw an RFP after submission by written request of withdrawal and re-submission, provided that the RFP withdrawal or modification is prior to the due date deadline specified.

Amendments

Respondents are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential respondents known to have received a copy of the RFP and/or by publishing the amendment on the Facilities Website: www.sbcusdfacilities.com.

Equal Opportunity

The respondent shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Respondent shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, in the performance of the work including but not limited to, preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the respondent or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful respondent agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the RFP.

Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

Covenant against Gratuities

The respondent warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the respondent or any agent or representative of the respondent, to any officer or employee of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the Agreement. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which respondent agreed to supply shall be borne and paid for by the respondent. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

Indemnification/Insurance

The respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. Further, the successful respondent will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

Conflict of Interest

The respondent is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

Independent Contractor

The respondent represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

Precedence of Documents

The contract between the District and the successful respondent shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the proposal submitted by the respondent to the District in response to the RFP, and (3) the professional services agreement included herein to be executed with the successful respondent. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the professional services agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with applicable requirements stated in the RFP or the respondent's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

EVALUATION AND AWARD

Proposals Evaluation:

A District Evaluation Committee will determine which, if any, proposals are in the District's overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing respondent. (Note: Fee proposals (Attachment 3 responses) will be scored separately.)

Shortlist Interviews:

Following review of the proposals received, the District may request any or all proposing respondents to participate in a presentation and/or interview in regards to their proposal. The District reserves the right to conduct negotiations with any number of respondents, as determined by the District, for entering into contract agreements.

Evaluation Criteria:

The evaluation of proposals will include but not be limited to the following criteria:

1. **Cover Letter** – Completeness and clarity of content (5 points)
2. **Table of Contents** (Not scored)
3. **Description of Firm** – Firm's service offerings, size, local office location(s), years in business, licenses and certifications, etc. (5 points)
4. **Personnel and Staffing Resources** – Professional qualifications and specialized experience of the proposed staff including the quality of the respondent's professional personnel to be assigned to the District. Reasonableness and quality of staffing plan. Plan for recruiting and utilizing local businesses within the boundaries of the City of San Bernardino and the City of Highland. (10 points)
5. **Local Businesses Participation** – Describe respondent's involvement with San Bernardino area businesses and willingness to integrate and assist local businesses of any type who could benefit from association with the work contracted. (5 points)
6. **Capacity & Methodology** – Current capacity and likelihood of the respondent to successfully meet the needs of the District and fulfill the requirements of each Agreement issued within the timelines given. Proposed approach to each project phase, record of performance, advantages & differentiators. (10 points)
7. **Proposed Timeline** - Clarity and reasonableness of proposed schedule(s) (10 points)
8. **Experience & References** – Experience and expertise of the respondent in providing similar Education Specifications and Master Planning services to other public entities of comparable size and scope, especially a school district. Quality of references. (30 points).
9. **Example excerpt of completed Educational Specification** – Quality and clarity of provided excerpt of previously completed Educational Specification. (30 points).

10. **Example excerpt of completed Master Planning efforts** – Quality and clarity of provided excerpt of previously completed Master Planning effort. (30 points).
11. **Attachment 1 Acceptance of Terms** (Pass/Fail)
12. **Attachment 2 Respondent Questionnaire** – (30 points).
13. **Attachment 3 Fee / Rate Schedule** – Reasonableness of proposed rates, expenses and “not-to-exceed” pricing by project phase. (Phases are identified in RFP “Scope of Work”). Evaluation of hourly rates and reimbursable expenses proposed. **Note: Proposed Fee Schedule, Reimbursable Expenses, and requested pricing by phase should be submitted concurrently with the proposal, but in a separate, sealed envelope, clearly stating the name of the proposing entity and RFP Number 201.** (Scored separately)
14. **EEO Certification** – Must meet Federal EEO requirements. (Pass/Fail)
15. **Worker’s Compensation Insurance Certification** – Must provide proof of insurance in compliance with District’s contractual requirements. (Pass/Fail)
16. **Business Outreach Program** – Submission of completed form is required. (Pass/Fail)
17. **Additional Information** – Judged for relevance and quality as part of overall proposal scoring.
18. **Overall Proposal** – Completeness, organization and clarity of proposal content. (20 points)

GENERAL TERMS AND CONDITIONS

District Obligation

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities in the respondent's submission or in the RFP process.

Award of Contract

This RFP implies no obligation to award contracts to any respondent. If it is in the best interest of the District, the District retains the sole and absolute right to select the respondent that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District.

Approval to Start Work

The successful respondent(s) may be assigned work once a Professional Services Agreement has been fully executed by both parties and all appropriate documentation has been received and approved by the District. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and issuance of a written Notice to Proceed (NTP) by the District.

Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, reports, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected respondents. Selected respondents agree not to assert any rights or to establish any claim under the design patent or copyright laws.

No Joint Ventures

Where two or more respondents desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single respondent and not with multiple respondents doing business as a joint venture.

Assignment

If a contract is issued to the successful respondent, the contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, or subcontracts when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract. The District does not normally object to the granting of assignments for financial purposes, provided that the original respondent retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without any additional written consent of the District.

Respondent's Power and Authority

The respondent warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, respondent declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

Fingerprinting / Background Clearance

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all respondents having any contacts with students without any clearance from the State Department of Justice. All assigned personnel to active and occupied school sites shall comply with the fingerprinting clearance law prior to providing services at the school sites.

EXHIBIT A
SCOPE OF SERVICES – EDUCATIONAL SPECIFICATIONS DEVELOPMENT
and MASTER PLANNING SERVICES

The District intends to authorize Educational Specifications Development and Master Planning in multiple phases. The District intends to initially contract for data review, needed background and demographic studies and stakeholder outreach as well as the development of district-wide educational specifications (Phases 1 as described below). Additional phases may be awarded at the District's option. Respondents may propose alternative phases which achieve similar goals by clearly identifying any changes from the following scope of services and the rationale for the proposed alternative approach, including time or cost savings benefits to the District.

Phase 1 – Data Review, Key Stakeholder Outreach and Development of Educational Specifications

Establish a structured review of all existing District data, demographic projections, and documents to foster the establishment of District-wide Educational Specifications and Master Plan.

Conduct interviews and workshops to garner key District stakeholder input to guide development of the Educational Specifications and Master Plan. Establish and conduct a Key Stakeholder outreach process to identify issues and facilities needs to further evaluate alternatives and establish priorities for District facilities. The Key Stakeholder Outreach process shall utilize surveys, presentations, meetings, workshops and other outreach tools that include timelines and goals with regular updates to District Facilities Management staff. Conduct presentations to the District Chief Business Officer and Board of Education for updates on stakeholder engagement.

Incorporate data gathered and stakeholder input to establish educational specifications as required by the California Department of Education. Detail learning activities to be housed in the school facility, the spatial relationships and features to support the activities that are in line with the District's overall programmatic educational initiatives.

Educational specifications for school design shall be prepared based on the District's goals, objectives, policies, and community input that determine the educational program and define the following:

- Enrollment of the school and the grade-level configuration
- Emphasis in curriculum content or teaching methodology that influences school design
- Type, number, size, function, special characteristics of each space, and spatial relationships of the instructional area that are consistent with the educational program.

Deliverables: Baseline and monthly schedule updates for Outreach activities, showing all proposed meeting dates. Draft and final presentations, workshop/meeting materials and minutes will be provided for all sessions. Where surveys are proposed to evaluate facility needs, consultant will provide draft and final survey and analysis of results. Final deliverable for this Outreach phase will be a comprehensive reports which summarizes all activities and issues with a summary matrix of priorities by stakeholder group.

The educational specifications shall be produced by facility type: Elementary, Middle and High School Campuses and include the following categories for each type:

- Program Descriptions – instructional goals, activities
- Space Considerations – space characteristics tied to programs
- Spatial Relationships/Plans – descriptions of adjacencies, graphic representation of program groupings
- Space Program – space allocation parameters
- Finishes – materials for floor, wall, and ceilings
- Casework – descriptions of cabinets
- Furnishings – all movable furnishing, fixtures and equipment
- Specialties – fixed equipment
- Technology – fixed and movable instructional technology extracted from furnishings and specialties
- Energy – sustainability goals for mechanical, electrical, plumbing and power/utility initiatives including solar and other efficiency alternatives

Phase 2 – Facilities Condition Assessment (Optional phase)

The SBCUSD Facilities Management Department has completed extensive upgrades and new campuses throughout the District, and is seeking assistance in defining further needs. Proposers should submit qualifications and unit pricing to provide Facilities Condition Assessment(s) for those school sites with Modernization Eligibility to evaluate/prioritize scope for selected sites. Additional schools, not currently on the Modernization Eligibility list, may also be candidates for Facility Condition Assessments (FCAs). Unit pricing is requested at this time, as a final list of candidate facilities has not been completed. (See Exhibit B, 2016 Draft Modernization Eligibly Summary and/or Exhibit C, K-12 Sites Building Construction, for reference.)

Selected consultant(s) will conduct physical site reviews, on-site interviews of staff, facilities managers and maintenance/operations personnel; develop prioritized list of modernization needs and associated capital improvement costs; and perform building and facility inspections to identify and quantify all deficient conditions in terms of building and fire/life safety code non-compliance issues, including scope elements as outlined below:

1) **The Facility Condition Assessment phase (FCA)** shall include:

- Develop an inventory of building systems, equipment and infrastructure assets of each school property.
- Calculate the costs for all identified projects, utilizing an agreed upon published construction and remodeling cost estimating data and format.
- Rank and prioritize all projects by need, anticipated life cycle and facility condition index.
- Provide a prioritized plan to strategically and efficiently reduce the current backlog of deferred maintenance.
- To enhance facility planning capabilities and compare conditions between school facilities by addressing the highest priority needs, future needs and facility condition index.
- Make recommendations where noted for improving facilities with the goal of increasing student academic achievement establishing a facility condition baseline for goal setting and progress tracking. •
- Provide a long term tool (software) for the District to use to modify and update data after the completion of the project.

2) **Data Standards and Elements**

The consultant will direct and assist San Bernardino City Unified School District personnel in the development of facility condition data standards and collection standards. The contractor will use these standards to measure and report conditions for the following property elements:

- Site: grounds, utilities and paving systems
- Exterior systems: roofs, walls, window systems, exterior doors and structural components
- Interior systems: walls, doors, floors and ceilings
- Fire/life safety issues
- Readily achievable Americans with Disabilities Act requirements
- Heating, ventilation and air conditioning
- Electrical and electrical distribution
- Plumbing
- Fire protection
- Special construction
- Elevators and other vertical transport systems.

Deliverables: Report that details methodology, meetings and visits conducted with summary of findings organized by individual campus and facility. Provide matrix of prioritized needs with rough order of magnitude budget estimates for capital improvements for each subject project and site. Prioritize fire/life/safety improvements, provide evaluation of general building and utility infrastructure including energy efficiency opportunities. Capability for online viewing and searchable data is required.

Phase 3 – Draft Master Plan Development (Optional phase)

Establish goals and guiding principles for development of the Draft Master Plan based on information collected from the Key Stakeholder Outreach, Facility Condition Assessment and Educational Specification Phases. Goals of the Master Plan are as follows:

- Connect District programmatic educational initiatives to facilities needs
- Correlate facilities needs with future enrollment projections
- Provide a framework for short and long range facilities improvements in line with educational specifications and design standards
- Provide Conceptual Site Master Plans and supporting graphics
- Establish prioritized facilities improvement project to include in a potential general obligation bond measure
- Establish rough order of magnitude of projected construction costs

The facilities master plan should define and describe which facilities are needed to support the District's program. Components of the Facilities Master Plan should include:

- Statement of Purpose.
 - District goals and philosophy.
 - Existing policies and assumptions used in planning process.
 - Rationale for the master plan.
- Description of the Planning Process.
 - Roles and responsibilities of those involved (including policy regarding cooperation and coordination with other public agencies).
 - Extent of community involvement.
 - Board review and adoption.
- Description of the Community.
 - Economic trends.
 - Employment base.
 - Residential base.
 - Socioeconomic makeup.
 - Inventory of physical resources and needs.
- Description of the Educational Program.
 - Guidelines for educational specifications.
 - Grade-level organization.
 - Staffing and time patterns.
 - District plans to use technology in teaching and designing facilities.

- Criteria for site design.
- Enrollment-size policy.
- Class-size policy, including impact of class-size reduction.
- Attendance area designations.
- Special programs, such as Healthy Start and before-school and after-school programs.
- Support services.
- Analysis of Existing Facilities.
 - Physical adequacy/potential for expansion.
 - Educational adequacy,
 - Student capacity related to enrollment.
 - Joint use with other agencies, schools, and private businesses.
 - Equity among facilities.
 - Adequacy for technology.
- Demographic Study.
 - Housing development history/projected building activity.
 - Student yield rate per dwelling unit.
 - Land-use policies and zoning holding capacities.
 - Study areas (by elementary attendance areas, census tracts, neighborhoods).
 - Studies of birthrates.
 - Patters of migration.
Historical enrollments/cohort projections.
 - Forecasts of economic conditions.
 - Planned industrial/commercial development.
 - City/county general plan.
- Site Selection.
 - Analysis of demographic study to determine areas of projected student population.
 - Review of size, location, grade levels, and attendance areas of existing schools and any related policies.
 - Consideration of district's transportation capabilities.
 - Establishment of criteria by which site is to be judged.
 - Determination of site-selection process and recommendation as to who will be involved.
 - Proximity to other potential joint-use sites.

- Financing.
 - Development of a capital planning budget addressing:
 - Site purchase.
 - New construction.
 - Modernization.
 - Alterations.
 - Maintenance, including yearly set-aside funds for deferred maintenance.
 - Development of a capital planning budget that:
 - Sets priorities and delineates a step-by-step implementation plan for project funding.
 - Projects needs on a yearly basis over the next five to fifteen years.
 - Identification of sources and availability of income.
- Evaluation of the Plan.
 - Policy for reviewing and evaluating the long-range facilities master plan.
 - Policy and suggested mechanism for user orientation and post occupancy evaluation of new facilities.
 - Policy for updating the long-range facilities master plan when changes occur in program, facilities, finances, or demographic data.
 - Asset management.

Deliverables: : A “Draft” Facilities Master Plan which incorporates District educational specifications, program goals, stakeholder input and fully considers District financial plan. Plan should include elements as outlined above.

Phase 4 – Final Master Plan (Optional Phase)

In Phase 4, the Draft Master Plan is developed into the Final Master Plan. Consultant shall adopt and incorporate direction provided by the Board of Education upon the Board review of the Draft Master Plan prepared in Phase 3. Possible tasks may include coordinating with District staff and financial experts on a potential future bond measure, and incorporating information from District’s 10 year Financial Master Plan to develop an achievable Facilities Master Plan.

Deliverables: A “Final” Facilities Master Plan which incorporates Board of Education direction and comments, and fully considers District financial plan.

Phase 5 – Master Plan Implementation (Optional phase)

In the final phase of Master Planning services, the consultant may be requested to assist in the implementation Of the District’s Master Plan.

Services may include clarifying educational specifications to designers on future projects and performing third party reviews on future project designs to facilitate compliance to the District educational specifications and Master Plan initiatives.

Deliverables: Master Planning related support services as requested by District. These services would be performed on a Time & Materials basis.

Excluded Services

SBCUSD does not envision requiring the following services:

- 1) Site selection for recommended new facilities
- 2) Available funding studies; analysis of tax base
- 3) Any work related to buildings not owned by the District
- 4) Evaluation of conditions concealed by construction
- 5) Destructive investigation
- 6) Materials testing
- 7) Condition inspection of underground utilities
- 8) Energy audits
- 9) Design services

ATTACHMENT 1



SAMPLE
MASTER SERVICE AGREEMENT

BETWEEN

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

AND

[ENTER FIRM NAME]

FOR

[ENTER NAME OF SERVICES]

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List of Exhibits Incorporated into Agreement

<i>Exhibit A:</i>	<i>Scope of Services</i>
<i>Exhibit B:</i>	<i>Assignment of Project (AOP)</i>
<i>Exhibit C:</i>	<i>Fee Schedule and Reimbursable Expenses</i>
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SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North "F" Street
San Bernardino, California 92410

MASTER SERVICE AGREEMENT
FOR
[ENTER NAME OF SERVICES]
DEPARTMENT OF FACILITIES MANAGEMENT

This MASTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this ___ day of Month, 20___, by and between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "DISTRICT"), located at 777 North "F" Street, San Bernardino, California 92410, and **[ENTER FIRM NAME]** (hereinafter referred to as "CONSULTANT"), located at [ADDRESS], California [ZIP CODE], (hereinafter referred to collectively as the "Parties" and each individually as "Party").

RECITALS

WHEREAS, the DISTRICT is authorized by Section 4525 et seq. and 53060 of the California Government Code to contract with and employ any person or persons for the furnishing of special services and advice in financial, economic, accounting, engineering, architectural, environmental services, legal or administrative matters, if such person or persons is specially trained and experienced and competent to perform the special services required.

WHEREAS, the CONSULTANT itself is, or those hired by the CONSULTANT are, specially trained, experienced and competent to render the special services required by the DISTRICT, and such services are needed on a limited basis.

WHEREAS, the DISTRICT desires to engage the CONSULTANT to perform certain professional services in connection with the assigned project to the CONSULTANT by the DISTRICT ("Project") and the CONSULTANT represents that the CONSULTANT is fully qualified and willing to perform the services hereunder.

NOW THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the Parties do mutually agree to all terms and conditions herein.

ARTICLE 1
TERM OF AGREEMENT

1.1 PERIOD OF AGREEMENT

This Agreement shall be for a period beginning [**beginning date**], and continuing through [**ending date**]. When both parties agree, this Agreement may, by written amendment, exercise an option for renewal not to exceed one-year intervals, at the expiration of each subsequent year of enforcement, up to a five-year period.

ARTICLE 2
CONSULTANT'S SERVICES

2.1 MASTER AGREEMENT, SCOPE OF WORK, AND ASSIGNMENT OF PROJECTS

This Agreement constitutes the Master Agreement between the DISTRICT and the CONSULTANT and sets forth the basic terms and conditions of the relationship. The **Scope of Work – Exhibit “A”** herein incorporated in this Agreement describes the project objectives and defines in general terms the tasks to be completed. The CONSULTANT shall perform the services stipulated in Exhibit A in accordance with the plans, specifications and terms of the Agreement. Similarly, the Agreement shall, from time to time, and at the sole discretion of the DISTRICT, be supplemented by the DISTRICT with individual **Assignment of Projects (“AOP”) – Exhibit “B”** herein incorporated and made a part thereof of this Agreement. The aforesaid AOP shall particularize and more fully describe each individual task. The AOP shall include the CONSULTANT’s proposal for said services, the specific scope of work, timeline for the specific project and all costs to the DISTRICT for the services thereunder. The CONSULTANT and those services performed by the CONSULTANT under this Agreement shall, in all cases in which the CONSULTANT is assigned a task or Project under an AOP, continue to be governed by all the terms of this Master Agreement and the specific responsibilities and individual tasks set forth and described in the AOP. Such AOP and all inclusions as described herein shall not be changed or altered in any manner without the prior written approval of the DISTRICT, and if the CONSULTANT performs any tasks or services not set forth in the AOP and which have not been authorized in advance by the District, in writing, the DISTRICT shall not be obligated to pay the CONSULTANT for such unauthorized tasks or services.

2.2 CONSULTANT’S BASIC SERVICES

The CONSULTANT’S Basic Services (“Basic Services”) will vary from one AOP to another and will be specifically defined therein for each individual Project as set forth under Paragraph 2.2 herein above. The CONSULTANT shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply all Basic Services as defined in the AOP. All Basic Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and federal laws, rules and regulations.

2.3 CONSULTANT’S ADDITIONAL SERVICES

Additional Services (“Additional Services”) under this Agreement shall include those services performed by the CONSULTANT as a result of unusual circumstances. The Parties did not reasonably anticipate such services as would be necessary at the execution of this Agreement, which arise through no fault or neglect on the part of the CONSULTANT, and which cause the CONSULTANT to incur additional expenses as a result of such Additional Services. The DISTRICT may, at any time during the term of this

Agreement, request that the CONSULTANT perform Additional Services, and the CONSULTANT shall not perform Additional Services without the prior mutual agreement by the Parties in the form of a written amendment to the AOP, specifically authorizing and instructing the CONSULTANT to perform such Additional Services. The DISTRICT shall not pay the CONSULTANT for Additional Services performed by the CONSULTANT without prior written amendment as set forth in this Paragraph 2.4. Fees for Additional Services shall be negotiated between both parties.

ARTICLE 3

CONSULTANT'S FEE AND DISTRICT'S PAYMENT THEREOF

3.1 CALCULATION OF PROJECT FEE FOR BASIC SERVICES

The DISTRICT shall compensate the CONSULTANT for Basic Services as specifically determined in each AOP, in accordance with the schedule of fully burdened hourly rates as set forth in **Exhibit "C"-Schedule of Fees** (the hourly rate of all CONSULTANT personnel/positions to be used in any given project). The total fee for each project shall not exceed the established range of the estimated Construction Budget or per sheet rate, as set forth in **Exhibit "D" – Proposed Fee Structures**. Compensation for Basic Services for each AOP shall be subject to a total Not-to-Exceed (NTE) aggregate amount specified in AOP therein, which can be increased only by written amendment signed by the Parties.

3.2 BIENNIAL PRICE ADJUSTMENTS

The hourly personnel rate as shown in **Exhibit C** shall continue to be effective throughout the term of this Agreement and shall *not* be increased hereunder sooner than **[ENDING DATE]**. Thereafter, rates shall not be increased more often than once every two years and shall be negotiated with the DISTRICT based on the Consumer Price Index (CPI) for the area, prior to any price increases by the CONSULTANT. CONSULTANT must advise the DISTRICT in writing of any proposed new rates at least three (3) months in advance of the proposed effective date of any rate adjustment.

3.3 REIMBURSABLE EXPENSES

The DISTRICT shall compensate the CONSULTANT, at cost and at no markup, for Reimbursable Expenses ("Reimbursable Expenses"), provided that the DISTRICT has authorized such Reimbursable Expenses in advance and as described below in writing.

- a) fees advanced for securing approval of public agencies having jurisdiction over any Project hereunder; and
- b) all reasonable expenditures made by the CONSULTANT or its employees for any Project covered by the AOP, including but not limited to long distance telephone calls, telex, express mail or delivery, photocopies of bid documents, and document reproduction.

Reimbursements shall not be made for services that are directly related to the Basic Services of the CONSULTANT as set forth herein.

3.4 INVOICING AND PAYMENT

The CONSULTANT shall submit to the DISTRICT, by the fifth (5th) working day of the month, a detailed invoice for the preceding month in the format provided as **Exhibit “D,” Invoice Format**, hereunder. Upon the DISTRICT’s receipt and approval of such invoice, the DISTRICT shall issue payment to the CONSULTANT within sixty (60) calendar days. If the DISTRICT disputes any portion of such invoice, the DISTRICT shall promptly notify the CONSULTANT and shall pay the undisputed balance until such time as when the disputed invoices has been resolved, then payment shall be made accordingly. The DISTRICT shall not pay any fees for services contemplated hereunder but not performed.

ARTICLE 4 RESPONSIBILITIES OF THE CONSULTANT

4.1 CONSULTANT’S ADDITIONAL RESPONSIBILITIES

In addition to the Basic Services and Additional Services set forth under Article 2 above, the CONSULTANT shall have the responsibilities set forth in this Article 4.

4.2 CONSULTANT AS AN INDEPENDENT CONTRACTOR

4.2.1 Responsible for All Employees. The DISTRICT retains the CONSULTANT as an independent contractor and CONSULTANT is not an employee of the DISTRICT. Any additional personnel performing services herein on behalf of the CONSULTANT shall be under the CONSULTANT’s exclusive direction and control. The CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services herein and as required by law, and shall be responsible for all reports and obligations respecting such employees, including but not limited to social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance. The CONSULTANT shall, if applicable, abide by the DISTRICT’s Labor Compliance Program (“LCP”).

4.2.2 Independent Calling, District Control of Results. The CONSULTANT shall perform the services herein to achieve the results required hereunder in the CONSULTANT’s own independent way, in the pursuit of the CONSULTANT’s independent calling. The CONSULTANT shall, however, be under the direct control of the DISTRICT as to the results to be accomplished, but not as to the means or manner by which such results are to be accomplished.

4.3 PROJECT STAFFING

The CONSULTANT shall provide adequate staff and resources to facilitate all of CONSULTANT’s services herein.

4.4 SUBCONTRACTORS/SUBCONSULTANTS

CONSULTANT agrees to bind each and every subconsultant to the terms of this Agreement as far as such terms are applicable to subconsultants work. If CONSULTANT shall subcontract any part of this Agreement, CONSULTANT shall be fully responsible to the DISTRICT for any and all acts or omissions of CONSULTANT's subconsultants and of persons either directly or indirectly employed by CONSULTANT. Nothing contained in the Agreement shall create any contractual relations between any of the CONSULTANT's subconsultants and the DISTRICT.

4.5 MEETINGS

The CONSULTANT shall attend all meetings as reasonably deemed necessary by the DISTRICT and that may be required by other governmental agencies in connection with the work and services herein.

4.6 STANDARD OF CARE

The CONSULTANT shall perform all services herein in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The CONSULTANT represents that CONSULTANT is skilled in the professional calling necessary to perform the services. CONSULTANT warrants that all of CONSULTANTs employees and subconsultants shall have sufficient skill and experience to perform the services assigned to them and that the CONSULTANT, its employees and subcontractors or subconsultants have all legally required licenses, permits, qualifications and approvals necessary for the services hereunder and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Any of the CONSULTANT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of CONSULTANT's employees who fail or refuse to perform the services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the CONSULTANT and all not be reemployed to perform any of the services or to work on the Project.

4.7 SAFETY

The CONSULTANT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the services herein, the CONSULTANT shall at all times be in compliance with all applicable local, State and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of CONSULTANT's employees and subcontractors, the DISTRICT's personnel, students, and the public, appropriate to the nature of the services herein and the conditions under which such services are to be performed. Safety precautions shall include but not be limited to, adequate life protection and life-saving equipment and procedures, safety apparel as necessary or as required by law, adequate facilities for proper inspection and maintenance of all safety apparatus and measures, and instructions to all of CONSULTANT's employees and subcontractors regarding all safety and accident prevention aspects of performance of the work herein

4.8 LAWS AND REGULATIONS

The CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the services herein, including but not limited to, all California Code of Regulations Title 24 and Cal/OSHA requirements. The CONSULTANT shall be liable for all violations of such laws and regulations in connection with the services herein.

4.9 PREVAILING WAGES

Wage rates for the work herein shall be in accordance with the general, holiday and overtime prevailing wage rates in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations will, upon request, be made available by the DISTRICT and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement, and CONSULTANT shall comply with all of the provisions contained therein:

- i) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and
- ii) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.).

4.10 EQUAL OPPORTUNITY EMPLOYMENT

The CONSULTANT represents that the CONSULTANT is an equal opportunity employer and that CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. The CONSULTANT shall also comply with all applicable DISTRICT policies relating to equal opportunity employment or other related programs or guidelines currently in effect or hereinafter enacted by the DISTRICT.

4.11 MAINTENANCE OF RECORDS

4.11.1 Construction Records. The CONSULTANT shall maintain complete and accurate records with respect to all work performed by the CONSULTANT hereunder. Such records shall be made available by the CONSULTANT at all reasonable times during any period during which services are provided hereunder and for four (4) years from the date of the filing of the Notice of Completion for any AOP under this Agreement.

4.11.2 Accounting Records. The CONSULTANT shall maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred by the CONSULTANT under this Agreement. Such records shall be made available by the CONSULTANT at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement.

4.12 REPORTS TO STATE AGENCIES

The CONSULTANT shall provide copies of all reports required to be submitted to applicable regulatory State agencies to the DISTRICT, whether or not such reports are required by such agencies to be submitted to the DISTRICT.

ARTICLE 5 RESPONSIBILITIES OF THE DISTRICT

The DISTRICT shall notify the CONSULTANT of all administrative procedures required for any Project hereunder and shall name a representative authorized to act on the DISTRICT's behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay of the progress of any Project hereunder.

ARTICLE 6 DISTRICT APPROVAL OF CONSULTANT'S WORK

All work prepared by the CONSULTANT in connection with the services herein shall be subject to the approval of the DISTRICT and any and all applicable regulatory State agencies, and shall be the property of the DISTRICT.

ARTICLE 7 REPLACEMENT OF KEY PERSONNEL

7.1 REPLACEMENT BY CONSULTANT

The CONSULTANT shall not, during the term of the Agreement, change any of the CONSULTANT's key personnel as identified by the CONSULTANT in CONSULTANT's proposal for the work herein except with the written consent of the DISTRICT, unless the key personnel, whether an individual or individuals, prove to be unsatisfactory to the CONSULTANT and cease to be in the CONSULTANT's employ.

7.2 REPLACEMENT DUE TO DISTRICT REQUEST

If DISTRICT reasonably requests CONSULTANT to change any key personnel, the CONSULTANT shall replace such key personnel within five (5) working days after CONSULTANT's receipt of the written request from the DISTRICT.

ARTICLE 8
OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

8.1 OWNERSHIP OF WORK PRODUCTS

All materials and data required to be made or kept pursuant to federal, State or local laws, rules or regulations, prepared or collected by the CONSULTANT pursuant to this Agreement, shall be the sole property of the DISTRICT, except that CONSULTANT shall have the right to retain copies of all such documents and data. The DISTRICT shall not be limited in its use of such materials and data, provided that the DISTRICT shall indemnify and hold harmless the CONSULTANT for any such use not within the purposes intended by this Agreement, including the release of this material to third parties for a use not intended by this Agreement.

8.2 TRANSFER OF WORK PRODUCTS

The CONSULTANT shall provide all such materials and data described in Paragraph 8.1 above, to the DISTRICT, or such other agency or entity as directed by the DISTRICT, or as required by law, rule or regulation, immediately upon completion of the term of this Agreement, or in the event of a termination article, pursuant to Section 11, and as directed by the DISTRICT. Should the DISTRICT desire to obtain possession of any such materials or data during the term of this Agreement, the DISTRICT shall make its request to the CONSULTANT in writing, and the CONSULTANT shall provide such requested materials or data to the DISTRICT within forty-eight (48) hours of the CONSULTANT's receipt of such DISTRICT request.

ARTICLE 9
INSURANCE REQUIREMENTS

All of the CONSULTANT's insurance requirements under this Agreement are set forth in **Exhibit "F," Insurance Requirements**, which is hereby incorporated into this Agreement and made a part thereof. Without in any way affecting the indemnity herein provided and in addition thereto, CONSULTANT shall provide all insurance dictated and checked in Exhibit E.

ARTICLE 10
INDEMNIFICATION

The CONSULTANT hereby agrees to indemnify, defend and hold harmless the DISTRICT and its departments, agents, officers and employees from any and all losses or claims or sums that the DISTRICT or any of its departments, agents, officers or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including but not limited to, damages to property or injury or death of persons, arising out of the performance of the services herein rendered by the CONSULTANT or caused by any error, omission or act of the CONSULTANT or of any person employed by the CONSULTANT or of any others for whose acts the CONSULTANT is legally liable. Said sums shall, in the event of legal action, include court costs, expenses of litigation and reasonable attorney's fees. Such claims and causes include, but are not limited, negligence and professional errors or omissions. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under this Section, that may be brought or instituted against the DISTRICT, its officers,

agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 11
SUSPENSION OR TERMINATION OF AGREEMENT

11.1 SUSPENSION BY DISTRICT WITHOUT CAUSE, RECESSION OF SUSPENSION

The DISTRICT expressly reserves the right, at the DISTRICT's sole discretion, to suspend all or any part of the services under this Agreement or any AOP hereunder or any portion thereof without cost to the DISTRICT. If the DISTRICT suspends services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by the CONSULTANT or the acts or omissions of the CONSULTANT, then if services are resumed, the CONSULTANT's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by the CONSULTANT as a direct result of the suspension and resumption by the DISTRICT of the services.

11.2 NO SUSPENSION BY CONSULTANT WITHOUT DISTRICT CONSENT

The CONSULTANT shall not suspend the CONSULTANT's services herein or any part thereof or any AOP hereunder or any portions thereof without the DISTRICT's prior express written consent.

11.3 TERMINATION BY DISTRICT WITHOUT CAUSE

The DISTRICT may, by written notice to the CONSULTANT, terminate the whole or any part of this Agreement or any AOP hereunder or any portion thereof at any time and without cause by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. Upon termination, the CONSULTANT shall be compensated by the DISTRICT only for those services that have been adequately rendered to the DISTRICT (as determined by the DISTRICT) up to the effective date of termination, and the CONSULTANT shall not be entitled to further compensation.

11.4 NO TERMINATION BY CONSULTANT EXCEPT FOR CAUSE

The CONSULTANT shall not terminate this Agreement or any part thereof or any AOP hereunder or any portion thereof except for cause.

11.5 SUSPENSION OR TERMINATION BY DISTRICT FOR CAUSE

Noncompliance or breach by the CONSULTANT of any of the terms of this Agreement or with any or the terms of any AOP hereunder may be cause for suspension and/or termination by the DISTRICT of the Agreement or any or all of the AOPs hereunder. The DISTRICT shall provide written notice to the CONSULTANT of such noncompliance or breach. The CONSULTANT shall have five (5) business days from receipt of such notice to cure the noncompliance or breach, or the DISTRICT has the right to immediately terminate the Agreement or any or all of the AOPs hereunder, as applicable, without prejudice to any other right or remedy of the DISTRICT, including all remedies herein. In the event of such termination by the DISTRICT for cause, the CONSULTANT shall be compensated for services performed under this Agreement or under any applicable AOP hereunder to the date of termination and for such other documented and verifiable reasonable costs and expenses incurred by the CONSULTANT under the Agreement to the date of termination, including any duly approved Additional Services. The DISTRICT may offset any and all losses, damages, expenses and costs, including reasonable attorneys' fees and costs suffered or incurred by the DISTRICT as a result of CONSULTANT's noncompliance or breach.

11.6 DISTRICT'S RIGHT TO CURE

In addition to the DISTRICT's termination rights for cause set forth hereinabove, the DISTRICT shall have i) the right to cure the CONSULTANT's default hereunder at the CONSULTANT's cost, in which case all amounts expended by the DISTRICT in connection with such cure shall accrue interest from the date incurred until repaid to the DISTRICT by the CONSULTANT at the rate of ten percent (10 %) per annum; and ii) all other rights and remedies available to the DISTRICT at law and in equity, including, without limitation, an action for damages.

11.7 SIMILAR OR IDENTICAL SERVICES

In the event that this Agreement or any AOP hereunder is terminated in whole or in part as provided herein, the DISTRICT may procure, upon such terms and in such manner as the DISTRICT may determine appropriate, services similar or identical to those terminated to complete any unfinished services or new services as needed by the DISTRICT.

ARTICLE 12 DISPUTE RESOLUTION

In the event of a dispute between the Parties as to the CONSULTANT's performance of services herein or the interpretation of this Agreement, or the DISTRICT's payment or nonpayment for such services, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, the CONSULTANT agrees to continue CONSULTANT's services diligently to completion. If the dispute is not resolved, the CONSULTANT agrees that CONSULTANT will neither rescind the Agreement nor stop the progress of its services, but the CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the CONSULTANT's services herein have been completed and not before.

**ARTICLE 13
ATTORNEYS' FEES**

If any action, either legal, administrative or otherwise, is brought by either Party against the other Party hereunder, each Party shall pay its own attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**ARTICLE 14
SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties hereto.

**ARTICLE 15
AMENDMENTS**

This Agreement may not be amended except in writing and signed by the Parties hereto.

**ARTICLE 16
SUCCESSORS AND ASSIGNS**

16.1 BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the Parties.

16.2 NO ASSIGNMENT BY CONSULTANT WITHOUT DISTRICT CONSENT

The CONSULTANT shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the DISTRICT, and if such consent is not given by the DISTRICT, any action by the CONSULTANT under this Paragraph 16.2 shall be deemed automatically void.

**ARTICLE 17
INTERPRETATION**

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that the Party or the Party's attorneys were solely responsible for drafting this Agreement or any provision thereof.

**ARTICLE 18
GOVERNING LAW**

This Agreement shall be interpreted, governed and construed and the CONSULTANT's services herein shall be performed in compliance with the laws of the State of California and applicable government regulations, building codes and ordinances in effect on the date of this Agreement.

ARTICLE 19
DISTRICT AND PUBLIC POLICIES

19.1 CONSULTANT’S RECEIPT OF DISTRICT POLICIES AND FINGERPRINTING CERTIFICATION

By signing this Agreement, the CONSULTANT acknowledges receipt and acceptance of the following DISTRICT policies:

- i) Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);
- ii) Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);
- iii) Nondiscriminatory Harassment Policy (No. 4136.1a-c); and
- iv) Drug-Free Workplace Policy (NO. 4205).

The CONSULTANT further agrees to complete and return to the DISTRICT, prior to beginning any work herein, **the Fingerprint and Criminal Background Check Certification (Exhibit “E”)**.

19.2 CONDUCT AS EXPECTED OF DISTRICT EMPLOYEES

The CONSULTANT shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of the policies under Paragraph 19.1 hereinabove, but without the implication of employment. The CONSULTANT’s failure to abide by said policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged by the Parties that these policies specifically address employees of the DISTRICT, the Parties agree and understand that the CONSULTANT is not an employee of the DISTRICT.

19.3 PUBLIC POLICIES

The CONSULTANT shall abide by the following Public Policies:

- i) Titles VI and VII of the Civil Rights Act of 1964;
- ii) Title IX of the Education Amendments of 1972;
- iii) Section 504 of the Rehabilitation Act of 1973;
- iv) The Age Discrimination Act of 1975;
- v) The Fair Employment and Housing Act; and
- vi) The Americans with Disabilities Act of 1990.

ARTICLE 20
TITLES FOR CONVENIENCE

The Table of Contents and headings of Articles, Paragraphs and Subparagraphs in this Agreement are for convenience only and shall not modify the rights and obligations created by the Agreement.

ARTICLE 21
NOTICES

21.1 ALL NOTICES IN WRITING, DEEMED SERVED

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

21.2 DISTRICT'S AND CONSULTANT'S CONTACT NAMES AND ADDRESSES

Official communications regarding this Agreement shall be addressed as follows:

To DISTRICT:

Facilities Management Department
San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, California 92411
Attn: Sherri Lien, Contract Analyst
Telephone: (909) 388-6100
Fax: (909) 885-9991

To CONSULTANT:

[Enter Name of Consultant Principal]
[Enter Street Address of Consultant]
[Enter City, State, Zip of Consultant]

Telephone:

Fax:

Email:

All other official correspondences to the DISTRICT shall be addressed as follows:

Mr. Thomas Pace, Facilities Director
Facilities Management Department
San Bernardino City Unified School District
The same address as shown above
The same phone and fax numbers as shown above

ARTICLE 22
ENTIRE AGREEMENT AND COUNTERPARTS

22.1 ENTIRE AGREEMENT

This Agreement, including any exhibits contained herein and hereby incorporated into this Agreement by reference, contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, whether oral or in writing.

22.2 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties on the day and year first set forth hereinabove.

***SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT***

CONSULTANT

Signature

Signature

DEBRA LOVE

Name

Name

Director, Purchasing Department

Title

Title

Date

Date

Attachment 1 Acceptance

I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFP No. 21 for Educational Specifications and Master Planning Services. The terms and conditions of the Sample Master Services Agreement are accepted as it is written and no changes are requested.

I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFP No. 21 for Educational Specifications and Master Planning Services. however the following modifications are requested at this time:

Proposing Firm Name

Authorized Signature

Name

Title

Date

ATTACHMENT 2
RESPONDENT QUESTIONNAIRE

The respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff. Failure to comply with this requirement may cause rejection of the respondent's proposal. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the respondent and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A – GENERAL INFORMATION

(1) Respondent name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email and Internet Addresses: _____

(3) Type of respondent: (check one)
Individual Partnership Corporation State:

(4) Names and titles of all principals/officers of the respondent:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If yes, give respondent name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has respondent been in business under its present business name?

(8) How many years of experience does respondent have providing similar services?

(9) For how many public agencies has respondent provided similar services?

(10) Please list the public agencies, including any school districts that respondent has provided similar services for:

(11) Identify Educational Specifications Development and Master Planning Services performed for other school districts in accordance parameters described above.

(12) Separately list any consulting services that have been previously provided for the San Bernardino City Unified School District. State the name, scope and size of each project, and the beginning and ending dates of services. If none, state as such.

(13) Financial Information: Identify whether the respondent has ever filed a petition for bankruptcy. If so, provide the date the petition was filed and identify the jurisdiction in which it was filed.

SECTION B – LEGAL *(use additional pages as required)*

(13) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? If yes, provide the name of the public agency and briefly detail the dispute:

(14) Furnish and provide specific information on any termination for cause, litigations settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years involving the respondent. Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? If yes, provide details including the name of the other party:

(15) Is respondent, owners, and/or any principal or manager involved in or is respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? If yes, please provide details.

(16) Is respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?

(17) Does respondent maintain errors and omissions coverage? If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(18) Will respondent comply with all District, local, State and Federal legal requirements, regulations and laws? Yes / No (circle one)

SECTION C – ADDITIONAL INFORMATION

(19) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D – CONFLICT OF INTEREST

(20) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Yes / No (circle one).

Identify any conflict of interest in (a) below:

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing **Respondent Questionnaire pages one (1) through four (4)** is true and correct.

Executed this _____ day of _____, 2017, at

_____, State of _____.
City, County

Company Name

Signature

Title

Print Name

ATTACHMENT 3 FEE SCHEDULE AND REIMBURSABLE EXPENSES

The respondents are required to provide their proposed fees in the format shown below. The proposed fees shall be used as only one of several criteria for selection of pre-approved firms.

Note: Responses to Attachment 3 including Proposed Fee Schedule, Reimbursable Expenses, and requested pricing by phase should be submitted concurrently with the proposal, but in a separate, sealed envelope, clearly stating the name of the proposing entity and RFP Number 201.

- A. Phase1: Data Review, Key Stakeholder Outreach and Development of Educational Specifications

Phase 1 Time & Materials (T&M) Not to Exceed Cost	\$
---	----

- B. Phase 2: Facilities Condition Assessment (Optional)
C.

Phase 2 Unit Price / Per Square Foot Cost	\$
---	----

- D. Phase 3: Draft Master Plan Development (Optional)

Phase 3 T&M Not to Exceed Cost	\$
--------------------------------	----

- E. Phase 4: Final Master Plan (Optional)

Phase 4 T&M Not to Exceed Cost	\$
--------------------------------	----

- F. Phase 5: Master Plan Implementation (Optional)

Phase 5 T&M Not to Exceed Cost	\$
--------------------------------	----

- G. Hourly Rates (use additional pages as necessary):

LABOR CLASSIFICATION	HOURLY RATE

Name of Proposing Entity: _____ Signatory Initials: _____

REIMBURSABLE EXPENSES:

Consultants shall list the reimbursable expenses, if any, on a unit cost basis.

REIMBURSABLE EXPENSES	UNIT COST (\$)

Reimbursements:

The maximum charge for all reimbursable costs shall be an amount not-to-exceed ten (10) percent of the Contract Amount. Reproduction for District use shall be transmitted by selected respondents to District's reproduction vendor. Proposals must list basis for all other reimbursable costs including any markups. Please note that the District does not reimburse the cost of postage, faxes, deliveries, telephone and communication, mileage and/or travel expenses to and from District offices and/or project sites. The only reimbursements paid to consultants shall be for the actual cost of incidental materials and services authorized prior by the District plus a mark-up, if any.

Name of Proposing Entity: _____

Authorized Signature: _____

Signatory Name & Title (printed) _____

**ATTACHMENT 4
EQUAL OPPORTUNITY CERTIFICATION**

To: San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411

Respondent (Firm Name) _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This respondent is (check and complete appropriate line):

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

The undersigned certifies that firm is an Equal Opportunity Employer and firm has made a good faith effort to improve minority employment.

Firm Name: _____

Signature _____

Signatory's Name: _____

Title _____

Date _____

**ATTACHMENT 5
RESPONDENT 'S CERTIFICATE
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Proposing Firm

Authorized Signature

Name (Printed)

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part ____ Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)

ATTACHMENT 6

Building Schools
Building Education
Building Opportunities



BUSINESS OUTREACH PROGRAM				
Company Information		Contact Information		
Company Name	Name		Title/Position	
Address	Cell phone - -			
City	Office phone - -			
State Zip	Fax - -			
Web Address	E-mail			
Ownership Type (check type)	Firm Size	License(s)	Business Certification (check all that apply)	
<input type="checkbox"/> Sole Proprietor	Gross Revenue \$/yr	<input type="checkbox"/> A. General Engineering	<input type="checkbox"/> Small Business Enterprise (SBE)	
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B. General Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)	
<input type="checkbox"/> Partnership		<input type="checkbox"/> C. Specialty	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)	
<input type="checkbox"/> Nonprofit			<input type="checkbox"/> Woman-owned Business Enterprise (WBE)	
<input type="checkbox"/> Other:			<input type="checkbox"/> Other:	
Services, Business Goods (check all that apply)				
<input type="checkbox"/> Architecture	<input type="checkbox"/> Environmental	<input type="checkbox"/> Inspection	<input type="checkbox"/> Special Construction	
<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Equipment	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties	
<input type="checkbox"/> Concrete	<input type="checkbox"/> Exterior Improvements (including landscape/irrigation)	<input type="checkbox"/> Masonry	<input type="checkbox"/> Surveying	
<input type="checkbox"/> Conveying systems	<input type="checkbox"/> Financial	<input type="checkbox"/> Metals	<input type="checkbox"/> Thermal and Moisture	
<input type="checkbox"/> Demo/Remediation	<input type="checkbox"/> Finishes	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Doors and Windows	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Woods and Plastics	
<input type="checkbox"/> Earthwork	<input type="checkbox"/> Furnishings	<input type="checkbox"/> Portable Facilities	<input type="checkbox"/> Other:	
<input type="checkbox"/> Electrical	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Real Estate, Appraisal, Property Management	<input type="checkbox"/>	
<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC	<input type="checkbox"/> Safety and Security	<input type="checkbox"/>	
Local Business Outreach Profile (if applicable)				
1. Local Business Identification				
<input type="checkbox"/> Located in City of San Bernardino or Highland		<input type="checkbox"/> Located in San Bernardino County		
2. How do you prefer to receive notices for SBCUSD opportunities?				
<input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail				
3. How do you normally receive notices for SBCUSD opportunities? <input type="checkbox"/> District Website <input type="checkbox"/> Chamber <input type="checkbox"/> Trade Assoc. <input type="checkbox"/> Plan Room <input type="checkbox"/> Newspaper <input type="checkbox"/> Mail <input type="checkbox"/> Other:				