



SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

***Request for Qualifications #G2010.0111
for
San Jose Evergreen Community College District
Evergreen Valley College
Facilities Condition Assessment***

Submit proposals to:

San Jose' Evergreen Community College District Office
Attention: Cynthia Giesing
40 S. Market St
San Jose, CA 95113
(408)270-6487
Cynthia.giesing@sjeccd.edu

Alternate Contact Information:

Michael Reyes
Gilbane Building Company
(408)373-0917
mreyes@gilbaneco.com



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SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

NOTICE TO BIDDERS

The San Jose`/Evergreen Community College District, 40 S. Market St.,

San Jose, California 95113 hereby invites sealed proposals for the following:

Bid Proposal #G2010.0111 - Evergreen Valley College - Facilities Condition Assessment

Bid packets must be obtained from District Purchasing. To obtain a bid package visit our website at:<http://www.sjeccd.edu/district-services/fiscal-services/purchasing-bids>

Completed proposals shall be made on forms and be in accordance with bid conditions and specifications prepared by the District. The District will receive sealed proposals with the RFQ/Bid number and name referenced on the outside at the District Purchasing Office, 40 South Market Street, San Jose, CA 95113 before **3:00 pm on March 9, 2015**.

The District will conduct a non-mandatory pre-submittal Conference for the work. The Conference will be conducted at **2:00 PM on February 26th, 2015**. Proposers are to meet at the Gilbane Building Company portable buildings, at the Measure G-2010 Conference Room "A" located at the Evergreen Valley College campus at that date and time for the Conference.

Advertise: February 10, 2015 & February 17, 2015

Board of Trustees

San Jose/Evergreen Community College District



INTRODUCTION

Services sought by the District

The San José Evergreen Community College District (the District) is seeking a qualified firm to conduct and prepare a Facilities Condition Assessment (FCA) for the Evergreen Community College (EVC) campus in San Jose, California. The campus is comprised of approximately 20 buildings and 600,000 gross square feet. Services provided by the consultant will include, but are not limited to:

1. Review and compile existing information on EVC facilities
2. Conduct site visits to photograph, examine and document specific conditions and deficiencies of facility systems and components
3. Approximate age of systems and components.
4. Expected life of systems and components.
5. Remaining life of systems and components.
6. Develop cost estimates for maintenance and repair
7. Compare costs of repair to costs of facility replacement
8. Deliver a minimum of 2 drafts, including sortable database, final report and an electronic database that the District may use to update the FCA
9. Conduct a minimum of 2 presentations and/or workshops with District and college staff

A final detailed scope of services and deliverables shall be mutually developed between the District (SJECCD) and the selected firm.

Background – The District

The District provides a dynamic learning environment that fosters excellence, opportunity and innovation in meeting the educational needs of our diverse students and community. Since 1975, Evergreen Valley College has demonstrated excellence and innovation in academic programs and student services. San José Evergreen Community College District educates more than 30,000 students per year and offers vibrant cross-cultural experiences for our community to enjoy through its many performances, events, workshops, and exhibits.

On November 2, 2010 the voters approved a Proposition 39 bond known as Measure G in the amount of \$268,000,000. The bond measure will support the district's efforts toward upgrading its facilities, constructing energy-efficient, technology-driven, classrooms and labs, upgrading outdated electrical, plumbing, heating/ventilation systems, and working toward achieving maximum efficiency, both in our teaching environments and in the infrastructure that supports those environments. The improvements are made possible by these voter-supported bond measures have allowed us to continue our mission to assist students in achieving their educational and employment goals.

Along with this opportunity, comes responsibility. The district is committed to responsible stewardship of all bond funds. Measures G-2010 will adhere to all accountability standards governing the management of the Proposition 39 bond program. A Citizen's Bond Oversight Committee, comprised of members of the community, will provide the Bond oversight. The oversight committee will review all bond expenditures to ensure alignment with the ballot text.



I. DISTRICT INTENT

The District, at its sole discretion, intends to award an **Independent Contractor Agreement (ICA)** to a single consultant. A copy of the Agreement being used by the District for this purpose is attached for your review (Attachment A).

II. DISTRICT OBJECTIVE

The objective AND minimum expectations of the Facilities Condition Assessment are as follows:

1. Provide an objective and technical analysis of the physical condition of EVC facilities
2. Calculate the Facility Condition Index (FCI) for each facility.
3. All items assessed must be uniquely identified and grouped as either a maintenance item or capital item per building/site. Each item shall include the approximate age, expected life, and remaining life.
4. Identify the associated costs to correct the building deficiencies and improvements
5. Identify buildings that warrant replacement
6. Develop a prioritized strategy for improving and upgrading buildings
7. Recommend an on-going monitoring program to track facility conditions and work performed, and record information in an appropriate database
8. Provide an electronic database able to document, monitor, sort, model and update all data gathered. The program and database will become the property of the District at the close of contract.
9. Training to the District-designate staff.

***Note to proposing firms: Condition assessments for Roofs and Elevators will be solicited under separate RFQ's as a District-wide project involving two community college campuses. Roof and elevator assessments are not to be included in the scope for the EVC Facilities Conditions Assessment. The scope for the EVC Facilities Condition Assessment is not only for a survey and report of deficiencies and repairs. All building components, including those components that are in good repair or new, must be documented and included in the assessment.

Organization and format of the Facilities Conditions Assessment will incorporate the following review categories for each facility. These categories may be modified as mutually agreed by District (SJECCD) and Selected Firm.

1. **Site:** Roads, parking, drainage, landscape, hardscape (e.g. walkways) and irrigation
2. **Exterior Systems / Building Envelope:** Walls, window systems, doors (Roofs and Elevators are excluded from this RFQ, and will be addressed under a separate RFQ.)
3. **Building Structural Systems**
4. **Building Systems:**
 - Fire & Life Safety Systems
 - Heating, Ventilation, and Air Conditioning (HVAC), fixtures, Controls, Instrumentation and Distribution
 - Plumbing Systems, Fixtures, Distribution, Controls and Instrumentation

- Electrical and Service Distribution, Fixtures, Controls, Instrumentation and Distribution
5. **If applicable, Special Construction, Conveyance Systems, Emergency Power, Security**
 6. **ADA Accessibility**

The District will provide the selected firm with resource information including previous survey information, available construction/record documents and any other available resource documents. In addition the firm can access the District's master plan for this campus at the following link: <http://cboc.siebond.com/program-documents/>. District staff will provide access to the buildings that will be assessed.

The FCA data collection and documentation guidelines include, but are not limited to, the following:

1. Each deficiency will include a recommended, descriptive correction with associated replacement or correction costs and priority recommendation.
2. All deficiencies shall be keyed to a schematic site plan, floor plan, building elevations, etc. for reference, including digital photo(s).
3. Deferred maintenance and other maintenance items, with associated costs shall have the capability to be isolated and assessed within their own category.
4. Identify expected useful life and relative age and life cycle of components, and recommended corrective action for all facility systems including, but not limited to, HVAC, Plumbing, Electrical, Exterior Closures, Structural, Conveyance, and Special Construction Systems. Incorporate the expected useful life schedule published by Building Owners and Managers Association (BOMA) or other standard approved by the District for this assessment.
5. Estimate short and long-term maintenance needs over a 20-year period divided into 5-year intervals.
6. Identify facility replacement costs representing original like for like construction, including site development costs, but not site acquisition costs.
7. Facility replacement costs shall include "soft" cost factors including professional services, agency fees, etc.
8. Develop a Facility Condition Index (FCI) for each building (using a District-approved formula such as: total cost of repairs divided by current facility replacement cost).



Schedule Considerations

It is the District’s intent to submit the Independent Contractor Agreement to the Board of Trustees within 60 days of receiving the Request for Qualification proposals. Firms responding to this RFQ should review the attached Agreement form prior to submitting in order to expedite the process.

The following lists, but not limited to, the anticipated milestones for this RFQ:

Activity	Date(s)
Presubmittal Conference Date and Time	2/26/2015, 10:00am-12:00pm
RFI (Questions to RFQ) Due Date	3/2/2015 by 3:00pm
SOQ Submittal Due Date and Time	3/9/2015 by 3:00pm
Anticipated Firm Interviews	3/16/2017
Notice of Intent to Award Date	3/18/2017
Contract Award Date	4/14/2017

Outreach Program

Prime consultants are encouraged to take positive steps to diversify and expand their sub-consultant solicitation base and to offer contracting opportunities to all eligible sub-consultants. To support its Equal Opportunity Contracting commitment, the District has established a voluntary goal of 15% participation by Minority-owned, Woman-owned and Small Businesses. While attainment of the 15% sub-consultant Participation Level goal is strictly voluntary, the District encourages diversity in your outreach and selection efforts. Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

Refer to Attachment C for the District’s Local Business Outreach Program for Minority-owned, Woman-owned and Small Business developed for Measure G-2010.

Pre-Submittal Conference

A pre-submittal conference will be held on February 26th, 2015 from 10:00 am to 11:30 am at the San Jose’ Evergreen Community College – Gilbane Building Company – Measure G2010 Conference Room “A”, at 4750 San Felipe Ave., San Jose’, CA 95135. Refer to Attachment B (Campus Map) for location on campus.

The conference, while not mandatory, is highly recommended. General program information will be provided as well as information specific to this solicitation.



III. **SUBMITTAL FORMAT and SELECTION PROCESS**

Step 1 – “Submission of SOQ”

A. SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)

Required format for Statement of Qualifications

Statement of Qualifications (SOQ) materials shall be 8-1/2” x 11” format, preferably in portrait orientation, bound in a ring binder or spiral comb-bound booklet, with a minimum size 11 font in the entire document. A maximum of thirty (35) individual sheets, excluding cover and index sheets, are allowed, including any sheet exhibits. Sheets can be double-sided. A maximum of ten (10) exhibits are allowed, no larger than 11”x17” format.

Tabbed dividers should separate and identify the response items described below, and be titled or numbered as indicated.

SOQ’s must be limited to the sections and items identified below. Any additional materials submitted at the discretion of the submitting firm, such as standard brochures and sample reports, must be provided separately from the main bound submittal, and marked clearly. Failure to comply with this requirement may result in disqualification of the entire submittal.

The Cost Proposal shall be submitted in separately sealed envelope within the Statement of Qualifications.

Required quantity for submission

Submit eight (8) bound, printed copies of the SOQ and any associated documents. In addition, submit an electronic format copy of the SOQ and associated documents suitable for reproduction by the District.

Required content of Statement of Qualifications

SOQ’s prepared by consultants that do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed non-responsive by the evaluation committee and eliminated from further consideration. A qualifying SOQ must address ALL of the following points, in the following order:

1. **Cover:** Include the title “San Jose’ Evergreen Community College District, Response to Request for Qualification **G2010.0111** for the Evergreen Valley College **Facilities Condition Assessment**, date and contact information, including email addresses.
2. **Letter of Transmittal:** Provide brief introduction to your firm and include an expression of the prospective firm’s interest, abilities, and qualifications for the projects with the District. Include a statement that your firm agrees to the District’s contract terms and can meet the

insurance requirements of this RFQ. The letter of transmittal must be under the signature of an officer of the lead firm.

3. **Table of Contents:** Bind in front of the first tab. Include a list of additional materials submitted, if any.

Tab 1

A. Team Organization

- a. Organizational structure of the proposed team.
- b. Identify the key team members that will be assigned regularly to this project, including their current workload on other projects, and their time commitment to this project.
- c. Identify the location of firm and how the proposed project team will address timely availability to provide the required services.
- d. Communication. Explain how the team will communicate internally and externally to ensure all necessary information is distributed, tracked and addressed.

- B. **Experience** of the team working together. Discuss any unique qualifications that the team possesses which would be of a benefit to the District in the execution and completion of the work. Provide references and contact information from similar and relevant projects. Project photographs and brief descriptions to be included under this tab.

Provide resumes for all personnel who will have major Facilities Condition Assessment responsibilities. Each resume must include: (i) name and title; (ii) the project assignment or role that person will fulfill in relation to the District; (iii) the years of relevant experience with the Company; (iv) the academic degrees; (v) professional registrations, field of registration, and year acquired; (vi) a synopsis of experience, training, or other experience which is applicable to the project.

C. Quality:

- a. Describe your firm's quality control program/process: who has the responsibility for implementation of the program, how is the program kept current, how the firm instills a culture of quality throughout the team. Illustrate the firm's success. The District is looking for demonstrated success in implementing the quality control program used by the team to ensure the provision of quality documents and products.
- b. Illustrate the team's success in estimating the probable project cost. Performance in estimating the probable project construction cost will be evaluated.

Tab 2

- A. **Recent Facilities Condition Assessment Experience:** defined as Facilities Condition Assessment between the year 2010 and present. Project photographs and brief descriptions specific to the firm may be included under this tab. The following areas of experience are emphasized, but the evaluation is not limited to these:

- a. Experience of the key team members in directing Facilities Condition Assessment process.
 - b. Proven experience in Facilities Condition Assessment scheduling and estimating.
 - c. Knowledge of current market conditions relative to Facilities Condition Assessment reporting.
- B. Recent Community College Experience:** Provide a written summary of Consultant's experience with the State Chancellor's Office and with Community College projects specifically. Project information for cited projects must be provided under this tab.
- C. References:** Demonstrated long-term business relationships. Repeat business on related efforts and construction support are valued.
- D. Rate Sheets:** Respondents must include a schedule of hourly rates for various classes of employees who will perform basic services and potential additional services which may be requested by the District.

Tab 3

A. Proposed Work Plan and Schedule:

Must include, at least, the following:

- a. Review period with District
- b. Field data collection
- c. Report preparation period
- d. Draft report deliverable period
- e. Final report deliverable period
- f. Final report presentation

B. SUBMISSION OF FEE PROPOSAL

Working from the Proposed Work Plan and Schedule (item A above), the consultant shall further define the work plan and present a list of anticipated milestones and deliverables, including a fee proposal for each deliverable, and an overall estimated fee for the entire scope.

The Fee Proposal shall be submitted in separately sealed envelope within the Statement of Qualifications.

Required format of Fee Proposal

Fee for each anticipated milestone and deliverable, as referenced above. The Fee Proposal must show anticipated man-hours as well as calendar day duration. The Total Fee shall be shown, and shall amount to the sum of the abovementioned separated milestone costs.

Step Two – “SHORT-LIST” SELECTION

The District will engage a panel to review the submissions received, who will collectively rank the firms based on their opinions as to the demonstrated competence, quality of skills and performance, relevant experience and professional qualifications of each firm. From this ranking the District will create a short-list of no more than 5 firms.

Evaluation Criteria: The following list of criteria will be evaluated and scored by the District’s panel in order to develop ranking of the firms:

- Qualifications
- Recent Community College Experience
- Recent Facilities Condition Assessment Experience
- Quality Control
- Personnel Availability

The separately sealed Cost Proposals from the short-listed firms will then be opened and reviewed by the District’s panel to determine further ranking.

Short-listed firms will be invited to make a presentation to the District’s panel demonstrating their project approach and highlighting their qualifications for Evergreen Valley College. The District panel will convene after the presentations are complete to review their cumulative impressions and comments about each firm. The panel will then collectively rank the firms based on their opinions as to the demonstrated competence, quality of skills and performance, relevant experience, professional qualifications, and cost proposal of each firm. From this ranking the District will identify the firm it feels best fit the desired expectations and criteria.

The District will then commence discussion with the top ranked firm as to scope of services, confirm contract parameters and the costs of providing services. Upon mutual agreement, the selected consultant firm will execute the District’s Independent Contractor Agreement for Facilities Condition Assessment services for further action by the District. The District reserves the right to reject any, or all, proposals.

The District intends to negotiate a contract with the proposer most qualified, as determined by the District to be in the best interest of the District, at compensation that the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the proposer considered the most qualified at a price the District deems reasonable, negotiations with that proposer may be formally terminated. The District may then undertake negotiations with the second most qualified proposer, as determined by the District to be in the best interest of the District.



IV. **GENERAL INFORMATION**

Evidence of Insurance

Consultant firm shall maintain in force, throughout the term of this Agreement, insurance coverage as follows:

1. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate per project or location; combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations;
2. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles;
3. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this Agreement.

All insurance must be issued by an admitted insurance carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A.M. Best's Insurance Rating Guide – or otherwise acceptable to the DISTRICT.

The Certificate Holder shall read:

San Jose Evergreen Community College District
40 South Market St.
San Jose, CA 96113

General and Automobile liability policies shall name the District and Gilbane Building Company as Additional Insured, as follows:

"San Jose Evergreen Community College District, its trustees, officers, agents, employees, and volunteers, individually and collectively, and Gilbane Building Company are named as additional insureds on General Liability policy as per attached endorsement." Such insurance shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

Consultant shall not commence work under this Agreement until proof of required insurance has been obtained and approved.



Conflict of Interest

These RFQ procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit district employees from participating in the selection process when such employees have a relationship with a person or business entity seeking agreement under this RFQ that would create a conflict of interest.

The District prohibits the firm which conducts the Facilities Conditions Assessment from bidding any work or projects resulting from that Assessment.

Amendment and Acceptance of Statements of Qualifications

The District reserves the right to reject any and all SOQ's, to amend the RFQ and the RFQ process, and to discontinue or re-open the process at any time. The District reserves the right to waive minor irregularities in the solicitation process or SOQ's.

V. QUESTIONS REGARDING THIS RFQ

Questions regarding this Request for Qualifications and further information must be submitted to the District by email **no later than 3pm, March 2, 2015**.

Submit questions by email to:
Cynthia Giesing, Purchasing Agent
San Jose' Evergreen Community College District
(408)270-6487
Cynthia.Giesing@sjeccd.edu

With a copy to:
Michael Reyes
Gilbane Building Company
(408)373-0917
mreyes@gilbaneco.com

Answers to questions requiring clarification to this RFQ will be posted on the District's website **no later than 3pm, March 5, 2015**. District's website can be found at: <http://www.sjeccd.edu/district-services/fiscal-services/purchasing-bids>



VI. SUBMITTAL OF STATEMENTS OF QUALIFICATION

All responses to this Request for Qualifications must be submitted to the District Office located at:
40 South Market St
San Jose, CA 95113

Responses must arrive sealed, with the name and address of the submitting firm and the bid name and number clearly marked on the outside:

G2010.0111 EVC Facilities Condition Assessment RFQ/RFP

Hand-delivered SOQ's must be delivered to San Jose' Evergreen Community College District Office at 40 S. Market St., San Jose, CA 95110. Please allow ample time for parking and delivering to the Reception Desk on the first floor of the District Office building.

Submit eight (8) bound, printed copies of the SOQ and the separately-sealed Cost Proposal and any associated documents. In addition, submit an electronic format copy of the SOQ, Cost Proposal and associated documents suitable for reproduction by the District.

Faxed or emailed proposals will not be acceptable to the District. **Sealed proposals will be received until 3pm (PST) on March 9, 2015.** Any proposals received after the time specified in this notice will be returned unopened.

The San Jose' Evergreen Community College District is not liable for proposal termination or submission expense that may be incurred by the respondents.

VII. Attachments

- A: Sample ICA (Independent Contractor Agreement)
- B: Campus Map
- C: Local Business Outreach Program for Minority-owned, Woman-owned and Small Business
- D: Business Enterprise Certification
- E: W-9 Form
- F: Non-Collusion Statement

End of Request for Qualifications



INDEPENDENT CONTRACTOR AGREEMENT (ICA)

(This agreement is not a construction contract within the meaning of Civil Code section 2783, and is not an agreement for the provision of construction services within the meaning of Public Contract Code section 20651.)

THIS AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____ 20____ by and between **SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT** (hereinafter "District") and _____ (hereinafter "Contractor").

Contract documents under this Agreement consist of the seven-page description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in this Agreement.

1. General Conditions

A) Relationship of the Parties:

It is understood that this is an agreement by and between Contractor and District and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any relationship aside from that of independent contractor. Contractor warrants that neither it nor its own employees, agents, subcontractors or helpers are employees or agents of the District, and further agrees that the District shall not be vicariously liable for the negligence or other tortious conduct of Contractor, its employees, agents, subcontractors or helpers.

B) Indemnity:

Contractor shall indemnify, hold harmless and at its sole cost defend the District, its Governing Board and Members, its Officers, employees and agents from and against any suit, claim, cause of action, liability, economic loss, damage, death, bodily injury or personal injury (hereinafter, "claim") arising from the Contractor's performance, or failure to perform, any of its obligations hereunder, **including such claims caused in part by active negligence or other breach of the District or its agents**, where Contractor's performance or failure to perform was negligent or otherwise wrongful. Contractor's duty to defend shall be triggered by Contractor's receipt of written notice, from the District, that the District has been served with such claim, demand for arbitration, or lawsuit.

C) Insurance:

Acceptance of this Agreement constitutes that Contractor understands and agrees it is not covered under District's general liability insurance and that Contractor agrees,

during the full term of this Agreement, to maintain in force, at Contractor's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to general liability, errors and omissions, worker's compensation, disability, unemployment insurance, and any other legally required insurance.

Unless otherwise set forth in Section 18, prior to commencing its work hereunder, Contractor shall provide District with proofs of such insurance and shall also supply District with a Certificates of Insurance naming the District as an Additional Insured. Contractor shall supply District with proof that Contractor is covered by the following insurance during term hereof:

- i. Commercial General Liability Insurance (including Bodily Injury or Death and Property Damage) with a minimum limit of one million dollars per occurrence (\$1,000,000), and an aggregate amount of two million dollars (\$2,000,000);
- ii. Comprehensive Automobile Liability Insurance (including owned, non-owned, and hired vehicles) with minimum limit of one million dollars per occurrence (\$1,000,000), ~~and an aggregate amount of two million dollars (\$2,000,000);~~
- iii. Workers' Compensation and Employers' Liability; statutory limits required by law;
- iv. ~~Professional Liability Insurance with minimum of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) per annual aggregate. Deductible not to exceed twenty five thousand dollars (\$25,000) each claim; and~~
- v. All insurance must be issued by an admitted insurance carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A.M. Best's Insurance Rating Guide – or otherwise acceptable to District.

D) Assignment:

Contractor shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the District, which shall have sole discretion to approve or deny that request. Any attempted assignment without such prior written consent of District, shall constitute a material breach of this Agreement and, at District's sole discretion, constitute cause to terminate this Agreement. However, unless otherwise stated in Section 3 (Employment of Additional Workers by Contractor) or Section 18 (Description of Services to be Rendered), Contractor may use the services of subcontractors under its supervision and control to perform parts of its work hereunder. Contractor's use of a subcontractor shall not release Contractor from any of its obligations hereunder.

E) Ownership of Intellectual Property:

Contractor agrees that any and all intellectual property it creates in the course of performing its work hereunder is solely owned by the District, which pursuant to this Agreement is paying for such property; and that unless otherwise specified in Section 18 (Description of Services to be Rendered) these are works for hire and all rights, title and interest shall belong to the District and the District is and shall be the sole registered owner of any resulting copyright, patent, trademark, trade name, or service

mark. Contractor shall refrain from disclosing any versions of the work product, plans, and specifications to any third party without first obtaining written permission of District. Contractor performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works, and shall indemnify, hold harmless and defend the District, its Board of Trustees and employees from any infringement claim resulting from its activities hereunder.

2. Equipment and Facilities

Contractor shall provide all necessary equipment and facilities to render Contractor services pursuant to this Agreement unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.

3. Employment of Additional Workers by Contractor

Contractor will not be prohibited from employing additional workers or subcontractors necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of District. The provisions of this Agreement are applicable to such Contractor's employees and/or subcontractors as they are to Contractor. Furthermore, District will be promptly notified in writing of any and all subcontractors under this Agreement and reserves the right to disapprove any subcontractor. Contractor's failure to obtain such prior written consent shall constitute a material breach of this Agreement, giving District the right, at its sole discretion, to terminate this Agreement.

4. Dispute Resolution and Attorney Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, as well as costs of suit.

5. Governing Law

The rights and obligations of the parties hereunder shall be governed by the laws of the State of California. Venue in any action to enforce or declare rights hereunder shall be in the Superior Court of the County of Santa Clara.

6. Prohibition on Employing Any Convicted Felon

Contractor certifies that no employee or agent who has a record of conviction for a felony, or for any crime involving controlled substances, will be assigned to perform services under this Agreement unless District first receives notice from Contractor and District grants written permission under defined conditions.

7. Withholding

Except where Contractor is not a California resident within the meaning of State Franchise Tax Board rules, District shall not withhold, set aside or pay on Contractor's behalf any money for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Contractor to account for, withhold and pay for all of the above.

Contractor shall defend and indemnify the District against any claim or suit by IRS, State Franchise Tax Board or other taxing agency which asserts that Contractor or the District failed to withhold or make necessary tax payments arising from Contractor's work hereunder. Provided, however, where Contractor is not a California resident, the District may withhold from its payments to Contractor such sums as are required by State laws and regulations, and remit that money to the State Franchise Tax Board, which sums shall thereafter not be owed by District to Contractor.

8. Changes or Alterations

This Agreement shall constitute the entire agreement between the parties respecting the matters covered herein, and supersede any prior or contemporaneous written or oral promises or representations regarding these matters. This Agreement may not be modified or amended except by writing signed by the parties. **No changes, alterations, change orders or increases in Contractor compensation, or other variations of any kind, shall occur without the written consent of appropriate District personnel acting within their signatory authority** as defined by Board Policy 6150. Contractor acknowledges that other District personnel are without authorization to either order extra and/or changed work, increase compensation, or waive contract requirements, and that Contractor proceeds with any extra work ordered by such unauthorized persons at its own risk, and shall not receive payment therefore.

9. Termination

The District may terminate this Agreement for cause upon Contractor's breach of any material provision herein, and, in that event may proceed with completion of the work in any commercially reasonable manner including hiring another contractor and obtaining reimbursement from Contractor of any costs to the District resulting from such cover. The District may at its discretion deduct such extra costs and damages from any amounts owing to Contractor. If District's cost of completing Contractor's work exceeds the amount available for District to deduct, Contractor shall remit to District the balance owed to District.

The District may terminate this Agreement for convenience in its sole discretion upon ten (10) days written notice to Contractor. The Contractor shall be entitled only to compensation earned up to the point of written notice of termination, in addition to reasonable demobilization costs and expenses, but shall not be compensated for any lost business opportunities or anticipated profit on the balance of work not performed.

10. Severability

In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

11. Contractor Information

Contractor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: (_____) _____ - _____

Fax: (_____) _____ - _____

Home Phone: (_____) _____ - _____

E-mail: _____

Contractor Sole Proprietor: Yes No

Social Security Number (SSN) or Employer Identification Number (EIN) _____

Contractor must provide a W9

Are you a former employee of the District? Yes No

If yes, date last worked _____

Are you related to any employee(s) of the District? Yes No

If yes, please identify the individual(s) _____

Are you a California resident? Yes No

12. Payment for Services

In return for Contractor's satisfactory performance of the work per Section 18, District shall compensate Contractor the total sum **not to exceed** \$_____, at a rate of \$_____ per _____ (hour, day, month, fixed).

Contractor shall be solely responsible for payment of its own taxes, its own subcontractor costs, out of pocket expenses and overhead associated with the performance of its work. Payment shall be due upon satisfactory completion of all services. Contractor shall not be allowed additional sums for the satisfactory completion of its work unless otherwise approved in writing pursuant to paragraph 8 above.

13. District Obligations Other Than Payment (if any)

14. Payment Terms

Unless specified otherwise in this section, payment terms are Net 30 days, computed either from date of delivery and acceptance of contracted services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement,

whichever date is later. Invoices shall be sent to District Contract Originator for approval. After approval, invoice will be sent to Accounting for processing.

Revised Payment Terms: _____

15. Other Conditions

- A) Payments to Contractor pursuant to this Agreement shall be reported to Federal and State taxing authorities as required by law.
- B) Except for projects of \$1,000 or less, if Contractor provides public project services (such as carpet laying, building alteration, demolition, or repair), Contractor shall pay all workers under this Agreement the applicable prevailing wages required under California Labor Code Sections 1770 through 1777.7.

16. Warranty

Contractor warrants that it shall provide all services required hereunder in a reasonable and competent fashion which meets or exceeds any and all applicable industry standards for such work. Contractor agrees that District's payment obligation hereunder is conditioned on Contractor's completion of all of its work unless otherwise specified hereunder. District's remedies for breach of warranty shall include any and all remedies under law including without limitation, covering and suing for damages, and equitable relief.

Notwithstanding any other provision herein, Contractor's warranty obligations shall survive termination of this Agreement.

17. Liquidated Damages for Delay

Time is of the essence of this Contract. If Contractor shall neglect, fail or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Contract, to pay to District, as liquidated damages and not as penalty, the sum of \$_____ per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the District will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which District will sustain. The parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to District the amount of the difference.

18. Description of Services to be Rendered (attach additional detail as necessary)

Unless otherwise noted hereunder, Contractor, rather than the District, shall provide all necessary tools, equipment, parts and facilities to perform its work hereunder.

Contractor shall perform the following services: _____

19. Term of Agreement

The Term of the Agreement shall be from _____ day of _____
20____ through _____ day of _____ 20____, subject to
the provisions of Sections 8 and 9 of this Agreement. Contractor shall complete its work by
_____ day of _____ 20____. Failure to complete the work
by the aforementioned date shall potentially render Contractor liable for delay damages, or
liquidated damages if provided for in this Agreement.

20. Signatures

CONTRACTOR

By: _____ Date: _____
Contractor Signature

Contractor Name (*please print*)

SAN JOSE / EVERGREEN COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____
College/District Official Signature

College/District Official Name & Title (*please print*)

Required Information: (completed by initiating College/District department)

District Contract Originator: _____

Manager Approvals: (as necessary) _____

GL Account: _____

Purchase Requisition Number: _____

**If the amount of the agreement is \$600 or over, a fully executed copy must be forwarded to Purchasing.
If the amount of the agreement is under \$600, a fully executed copy must be forwarded to Accounting.**

EVERGREEN VALLEY COLLEGE

Campus & District Map

BUILDING INDEX

- 1 Cedro (C)
- 2 Roble (R)
- 3 Reprographics
- 4 Acacia (A)
- 5 Montgomery Hill Observatory (MHO)
- 6 Sequoia Lecture Hall (S)
- 7 Sequoia (S)
- 8 Child Development Center (CDC)
- 9 EOP & S
- 10 Admissions & Records (A&R)
- 11 **Under Construction**
- 11A Campus Police
- 12 Gullo II
- 13 Gullo Student Center (GSC)
- 14 Administration/Student Services Center (SC)
- 15 Physical Education (PE)
- 16 Library/Ed. Tech. Center (LE)
- 17 Cedro Portables (CP)
- 18 PE Portables (P 200's)
- 19 Performing Arts (VPA)
- 20 Visual Arts (VPA)
- 21 District Warehouse
- 22 South Bay Regional Public Safety Training
- 23 District Office





LOCAL BUSINESS OUTREACH PROGRAM
FOR
MINORITY-OWNED, WOMEN-OWNED &
SMALL BUSINESS

SEPTEMBER 2011

PROGRAM AND CONSTRUCTION MANAGEMENT BY:



TABLE OF CONTENTS

1. Overview
2. Mission
3. Minority-Owned, Woman-Owned and Small Business Qualifications
4. Strategic Diversity Initiatives
 - a. Outreach and Education
 - b. Approach for Design-Bid-Build Projects
 - c. Construction Management Projects
5. Small & Disadvantaged Business Participation Tracking
6. Enforcement
7. Key Performance Measures
8. Definitions

Attachments:

Document 00 42 13
Small & Disadvantaged Contractor Utilization Form

Document 00 42 19
Final Small & Disadvantaged Contractor Utilization Report

MINORITY-OWNED, WOMAN-OWNED & SMALL BUSINESS PROGRAM

1. OVERVIEW

The District's Measure G-2010 Small and Disadvantaged Business Enterprise Program reaffirms the District's commitment to increase the opportunities for and participation of small and disadvantaged businesses in its procurement of goods and services related to Construction Projects for The San Jose`Evergreen Community College District Measure G-2010 Bond Program. The District recognizes the importance of supplier diversity and by creating sound business relationships, seeks to strengthen the economic development and viability for minority/women businesses. Through value-added strategic initiatives, the District expects increased competition and additional opportunities. The Small and Disadvantaged Business Enterprise Program has instituted a variety of initiatives to identify and encourage small and disadvantaged businesses to participate in the District's procurement/bidding process in an effort to ensure continued growth of business opportunities for those business enterprises.

This program performs a key role by providing outreach, training, and educational programs. The Small and Disadvantaged Business Enterprise Program forms a connecting link between the District and the local small business community.

2. MISSION

Our mission is to deliver the best valued and highest quality products and services by encouraging competition among all contractors and suppliers. The District recognizes supplier diversity as an important component of its overall construction effort and will continue to foster relationships with small and disadvantaged business enterprises to increase their utilization in construction and construction related projects.

3. MINORITY OWNED, WOMAN OWNED, & SMALL BUSINESS QUALIFICATIONS

The San Jose Evergreen Community College District is not in the business of certifying companies for small or disadvantaged business enterprise status. In order to be considered as such by SJECCD, the company must be at least 51 percent (51%) owned, controlled and managed (*proven & demonstrated*) by a U.S. citizen(s) and must be certified by one of the following agencies:

Department of General Services Bureau of Minority & Women Business Opportunities (DGS BMWBO)

Federal Department of Transportation

National Minority Development Council (NMSDC) or its affiliates

Women Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

Minority Business Enterprise Council (MBEC)
State of California
San Francisco Human Rights Commission
City of Oakland
City of San Jose
County of Santa Clara
County of Alameda
County of San Mateo

Only Contractors and Suppliers certified by the agencies listed above are acceptable toward Small and Disadvantaged Business Participation. The District reserves the right to revise this list at its own discretion.

4. STRATEGIC DIVERSITY INITIATIVES

The Small and Disadvantaged Business Enterprise Program's intent is to ensure that small and disadvantaged businesses have optimum accessibility to procurement and contracting opportunities. SJECCD will proactively work to create mutually beneficial business relationships with small and disadvantaged contractors and suppliers. In support of our mission we have outlined strategic initiatives that will be implemented to support the success of this effort within the G-2010 Bond Program. Please refer to Figure 1, Program Strategic Initiatives, which outlines the four key initiatives. A description of each initiative is detailed further below in this program statement.

Figure 1. Program Strategic Initiatives

Minority-Owned, Woman-Owned & Small Business Program

- Community Outreach and Education
 - Partnering with appropriate groups
 - One-on-Ones with small and disadvantaged firms
 - Targeted Advertising
 - Business Seminars
- SJECCD Internal Coordination
 - Partnering with Purchasing Dept.
 - Goal of bidders lists to include 15% small and disadvantaged firms
 - Bid documents given to MBE/WBE firms
- Design-Bid-Build Projects
 - 15% Participation Goal for overall project (5% minimum participation expected)
 - Impact on Contractor Evaluation
 - Data submission requirement

- Construction Manager Projects
 - 15% Goal
 - Work Packaging focus
 - Increased solicitation requirements
 - Contractor Open House
 - Small and Disadvantaged Business Workshop(s)
 - Standard written procedure

A. OUTREACH and EDUCATION

The Outreach Coordinator will actively seek qualified small and disadvantaged contractors and suppliers through certification consortiums, business develop organizations, business trade shows, conferences, and seminars. The Outreach Coordinator will also focus on the education of the SJECCD internal community outlining the benefits of the Small and Disadvantaged Business Enterprise Program. Internal and external outreach focus areas are outlined below.

Internal Outreach

SJECCD Diversity Partnering: The Outreach Coordinator will partner with the SJECCD Purchasing Department on training efforts inside and outside The District.

Project Manager Education: The Outreach Coordinator will educate the SJECCD community on the benefits of procuring goods and services from small and disadvantaged contractors and suppliers. A key component of this program will be the internal education of all Project Managers who will be instrumental in making this program a success. Early internal outreach efforts will center around communicating this program to the Project Managers.

External Outreach

Training:

1. Perform a minimum of two “How To Do Business With The District” seminars and continue to work with local outreach organizations on training/educational endeavors that benefit the small and disadvantaged community.
2. *Develop a series of short classes for the benefit of* small and disadvantaged businesses to assist them in understanding how to support their efforts to obtain work overall and in working for larger contractors. Topics would include Accounting, Bidding, Contracts, Insurance and Bonding, and Project Execution.

One-on-Ones: Arrange one-on-one meetings with promising small and disadvantaged firms.

Organizational Involvement: Forge relationships with small and disadvantaged organizations & groups to establish benchmarking opportunities and attend informational meetings and conferences.

Targeted Advertising: Advertise projects in designated small and disadvantaged agencies and organization publications.

Project Document Issuance: Upon request for a specific project, the District shall provide, free of charge, one set of drawings and specifications (and addenda when issued) to small and disadvantaged organizations/associations. A review of the bid activity by an association's members may be initiated to justify continuation of this service.

Although it is not always practical or feasible to establish a business relationship with every contractor/supplier, we are firmly committed to creating the means by which these businesses are given due consideration and a fair opportunity to participate in construction and construction related projects.

B. Approach for Design-Bid-Build Projects

Contract documents will establish an expected commitment towards small and disadvantaged business participation on all lump-sum bid projects. The contract documents will incorporate definitive language towards small and disadvantaged participation in an effort to increase participation. A 15% goal will be established for combined small and disadvantaged participation. For projects that include prequalification, the contractor evaluation process will include a section regarding evidence of performance related to small and disadvantaged business participation. If the 15% combined goal is not reached the Project Manager will indicate a below average score in regards to participation. For projects that do not prequalify, a Participation Sheet will be required as part of the Bid Submission to indicate the Bidder's intended small and disadvantaged business participation and will be considered in the award of the work. Further, the level of small and disadvantaged business participation will be tracked as the project progresses, and if contractors consistently miss the 15% combined goal and are unable to provide reasonable justification, appropriate steps will be taken relative to the contractor's status within the District. Please refer to the sample contract language below.

Sample Language

"Notice to Bidders

SMALL AND DISADVANTAGED BUSINESS ENTERPRISES

- A. The District has set a goal of **15%** combined utilization of small and disadvantaged contractors & suppliers on all projects unless otherwise noted.
- B. The District recognizes small and disadvantaged contractor and supplier certifications granted to firms by any of the following agencies:

Department of General Services Bureau of Minority & Women Business Opportunities (DGS BMWBO)
Federal Department of Transportation

National Minority Development Council (NMSDC) or its affiliates
Women Business Enterprise National Counsel (WBENC)
National Women Business Owners Corporation (NWBOC)
Minority Business Enterprise Council (MBEC)
State of California
San Francisco Human Rights Commission
City of Oakland
City of San Jose
County of Santa Clara
County of Alameda
County of San Mateo

The District reserves the right to revise this list at its own discretion

- C. Document 00 42 13 - Small and Disadvantaged Contractor/Supplier Utilization Form (attached) is required to be submitted with each bid.

- E. If there is less than 15% or no anticipated participation of small and disadvantaged businesses on this project, a Justification Letter must be submitted with the bid for SJECCD's review.

Statement within the Form of Proposal

“We, the undersigned, agree to provide small and disadvantaged business participation on this project to the extent practical and have submitted the Small and Disadvantaged Contractor/Supplier Utilization Form with our bid. If no small and disadvantaged participation is anticipated, we agree to write a Justification Letter and submit it along with our bid for SJECCD's review. Immediately following substantial completion of this project we agree to submit to the Outreach Coordinator Document 00 42 19 - Final Small and Disadvantaged Contractor/Supplier Utilization Report. It is understood that final payment on this contract will not be processed until Document 00 42 19 - Final Small and Disadvantaged Contractor/Supplier Utilization Report is received by SJECCD. If a Justification Letter is not submitted at time of bid, anticipated small and disadvantaged participation will be expected.”

C. Construction Management Projects

Projects utilizing a Construction Manager delivery method (such as CM At Risk and Design-Build) will adhere to the following:

1. It is anticipated that the CM will attain a 15% combined utilization of small and disadvantaged contractors & suppliers for the project.
2. The Outreach Coordinator and Project Manager shall work with the project's architect, along with any other individuals who could provide assistance, to determine small and disadvantaged capacity for the work required, appropriate bid packages, and expected small and disadvantaged participation for each specific bid package.
3. For each bid package, consideration should be given to maximize small and disadvantaged participation wherever possible. This would include a review and analysis of the potential known certified small and disadvantaged firms capable of performing the work as prime contractors, subcontractors and/or suppliers for each specific bid package.
4. The Outreach Coordinator shall track and monitor the small and disadvantaged participation and shall submit quarterly updates throughout the project. At project completion, the Outreach Coordinator shall submit a final report detailing the names of each small and disadvantaged contractor & supplier, contact information, original contract amount, change orders, and the participation percentage for the final project construction cost(s).
5. The Construction Management Firm is required to hold a project Open House which shall cover the project schedule, construction package information, bidding schedule and requirements, small and disadvantaged participation goals and any other specific SJECCD/CM requirements. Small and disadvantaged businesses are to be targeted for attendance at this initial networking event. The Outreach Coordinator is required to document the attendee list with small and disadvantaged businesses noted.
6. Following the Open House, the Construction Management firm is required to conduct a "workshop" specifically for small and disadvantaged companies to assist them with any issues that may specifically impact their ability to bid or contract on the project. All potential prime trade subcontractors shall also be invited to attend for networking purposes. The Outreach Coordinator is required to document the attendee list with small and disadvantaged businesses noted.
7. The Construction Management Firm is required to notify designated small and disadvantaged agencies and organizations identified by the owner regarding the release of project packages for bid.
8. The Construction Management firm is to continue follow-up with all potential small and disadvantaged businesses throughout the bidding process.

5. MBE/WBE PARTICIPATION TRACKING

- A. The Outreach Coordinator shall maintain all small and disadvantaged participation data required for this program. These records shall include by project:
 - (a) The contractor report submitted at the completion of the project;
 - (b) The type of work performed;
 - (c) The actual dollar value of the work, services, supplies or equipment; and
 - (d) The percentage of the total contract.
- B. The Outreach Coordinator shall track and monitor participation for all construction related projects and maintain such records as are necessary to confirm compliance with its small and disadvantaged Business Enterprise Program goals.
- C. Please refer to attached Final Small and Disadvantaged Contractor/Supplier Utilization Report. This report will be required to be submitted on all Contract Administration projects.

6. ENFORCEMENT

- A. The Outreach Coordinator shall verify that the certified small and disadvantaged businesses listed in the Final Small and Disadvantaged Business Contractor/Supplier Utilization Report have actually performed the work and have been paid in full. At a minimum, (3) projects shall be randomly selected for review each year.
- B. The Outreach Coordinator and/or designated representative will conduct reviews as deemed necessary to confirm program compliance and monitor progress towards increasing the small and disadvantaged business participation with emphasis on continuous improvement and reporting those findings to District management.
- C. The Outreach Coordinator shall solicit feedback from contractors/suppliers and internal employees on program satisfaction and continually look for creative methods to improve the small and disadvantaged business participation including (but not limited to) advertising, business development mentoring, contractor monitoring, and designing bid packaging to promote rather than discourage small and disadvantaged business participation.

7. KEY PERFORMANCE MEASURES

Performance measures have been established to help to monitor outreach efforts and participation levels. The following five (5) performance measures will be updated quarterly by the Outreach Coordinator throughout the year.

- 1. Number of small and disadvantaged businesses pre-qualified.
- 2. Number of small and disadvantaged businesses attending conferences, workshop, and seminars.

3. Number of One-on-One's with small and disadvantaged businesses.
4. Number of small and disadvantaged businesses bidding projects as primes.
5. Overall small and disadvantaged business project participation (prime contractors, subcontractors, and vendors).

The results of measurements above will be reviewed quarterly with District management to assess the program. Additional details on all measures above will accompany the next program update.

8. DEFINITIONS

Small and Disadvantaged Business

For the purposes of this program a small or disadvantaged business enterprise is a “Small Business”, a “Minority Business Enterprise”, a “Woman-Owned Business Enterprise” or a “Disabled Veteran Business Enterprise” recognized as such by one or more of the following agencies:

Department of General Services Bureau of Minority & Women Business Opportunities (DGS BMWBO)
Federal Department of Transportation
National Minority Development Council (NMSDC) or its affiliates
Women Business Enterprise National Counsel (WBENC)
National Women Business Owners Corporation (NWBOC)
Minority Business Enterprise Council (MBEC)
State of California
San Francisco Human Rights Commission
City of Oakland
City of San Jose
County of Santa Clara
County of Alameda
County of San Mateo

Outreach Coordinator

Gilbane Employee designated to administer the Small and Disadvantaged Business Enterprise Program.

Project Manager

Gilbane Employee designated to manage the project. They shall be an advocate for the Small and Disadvantaged Business Enterprise Program and shall be responsible for explaining the Program documentation and its relationship to the bidder's responsiveness in the absence of the Outreach Coordinator.

END OF DOCUMENT

BUSINESS ENTERPRISE CERTIFICATION

BUSINESS ENTERPRISE CERTIFICATION

San Jose/Evergreen Community College District, in compliance with California Code of Regulations Section 59500 et.seq., requests your response to the following questionnaire. Using the following criteria, please determine the classification under which your business qualifies and indicate if your business obtains at least 50% of its materials or services from suppliers or subcontractors meeting those definitions.

SBE - SMALL BUSINESS ENTERPRISE Generally, unless your vendor is in an industry with a special size standard, it is considered a small business enterprise if it has (a) fewer than 500 employees and (b) for general construction and services industries, average annual receipts for three preceding fiscal years less than \$2 million.

MBE - MINORITY BUSINESS ENTERPRISE A minority business enterprise is a business concern which is at least 51 % owned by one or more minorities (Native American, African American, Asian/Pacific American or Hispanic American). A publicly owned corporation qualified if at 51 % of the stock is owned by one or more minorities. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, vendor or other business.

WBE - WOMEN OWNED BUSINESS ENTERPRISE A women owned business enterprise is a business concern which is at least 51 % owned by women. A publicly owned corporation qualified if at least 51 % of the stock is owned by women. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, vendor or other business.

DVBE - DISABLED VETERANS BUSINESS ENTERPRISE A Disabled veterans business enterprise is a business concern which is at least 51 % owned by disabled veterans. A publicly owned corporation qualified if at least 51 % of the stock is owned by disabled veterans. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, vendor or other business. The office of Small and Minority Business defines "disabled veteran" as a veteran of the military, naval or air service or the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a "service-connected disability", the person must be currently declared by the United States Department of Veteran Affairs to be 10% or more disabled as a result of service in the armed forces.

PLEASE CHECK ONE IN EACH LISTING AS FOLLOWS

BUSINESS STRUCTURE

- Sole Proprietorship
 Partnership
 Corporation

BUSINESS CATEGORY

- SBE - Small Business Enterprise
 MBE - Minority Business Enterprise
 WBE - Women Owned Business Enterprise
 DVBE - Disabled Veterans Business Enterprise

OWNED AND MANAGED BY

- % Caucasian/White American
 % Hispanic American
 % Native American (Native Americans include: American Indians, Eskimos, Aleuts and Native (Hawaiians)
 % African American
 % Asian/Pacific American

SUPPLIERS/SUBCONTRACTORS THAT PROVIDE AT LEAST 50% OF LABOR/MATERIALS ARE

- SBE - Small Business Enterprise
 MBE - Minority Business Enterprise
 WBE - Women Owned Business Enterprise
 DVBE - Disabled Veterans Business Enterprise

I am authorized to execute this certification on behalf of this business enterprise:

Signature & Date: _____

Print Name & Title: _____