

Request for Proposals (RFP) No. 2072
Consultant Services
For
Strong Workforce Employer Engagement



Date Issued: November 13, 2019

Response Closing Date / Time: December 6, 2019 @ 2:00 pm (PST)

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.

1. Background about Rio Hondo College:

Rio Hondo Community College District, hereinafter referred to as the District, was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera, and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries. The District provides transfer, vocational, and short-term courses for roughly 15,500 students. The District is fully accredited by Western Association of Schools and Colleges. The District is governed by an independent five-member board of trustees elected every four years by the voters of Los Angeles County. The Superintendent/President of the College serves as the Secretary to the Board of Trustees and is the District's Chief Executive Officer who is responsible for carrying out the policies approved by the Board of Trustees.

The District's Computer Information Technology Department leads a Strong Workforce NetLab Hub & Cybersecurity Regional Project, hereinafter referred to as the Netlab Project. The goals of the Netlab Project are to expand cybersecurity training across 13 community colleges to meet the demand for cybersecurity/information technology (IT) professionals in Los Angeles County. To achieve these aims, the District expects to launch a robust employer engagement strategy that will address individual barriers to employment while optimizing student preparation, exposure and qualifications for internships, jobs and work based learning activities in cybersecurity/IT professions.

The participating community colleges are Cerritos, Compton, East LA, El Camino, Glendale, LA City, LA Harbor, LA Mission, Long Beach City, Pasadena, Rio Hondo, Santa Monica, and West LA. Most, if not all, participating colleges have a career center at their campus and many have a grant-funded job developer sponsored by the Strong Workforce Program (SWP).

2. RFP Objective(s):

The District seeks consultant services to support the implementation of an employer engagement strategy, for up to 13 community colleges, to identify a variety of small, mid-sized and large employers willing to:

- Provide internships and jobs to current students and recent graduates (our primary goal)
- Offer work-based learning opportunities such as company tours, job shadowing and site visits (our secondary goal).

Ultimately these services will lay the foundation for an employer engagement model that moves from employers-as-advisors to one of true partnership that is organization-wide, mutual, and ongoing.

The District allocated a budget not to exceed \$106,000.00.

The District envisions achieving its planning objectives in two (2) phases:

- A. Phase 1 - for the awarded Consultant to deliver the primary and secondary services (see Exhibit A - Statement of Work) on or before December 31, 2020.
- B. Phase 2 - for the awarded Consultant to continue delivery of services for additional year(s).

Note: Phase 2 is contingent on future Strong Workforce Program funding, the successful performance of the awarded Consultant, and approval by the District.

The District goal is to make an award on or before January 8, 2020.

The District will receive responses to this RFP and, if deemed necessary, may conduct individual interviews in order to select firms, which, in the opinion of the District, are best suited to perform the

services for the District as described in the Statement of Work (Exhibit A).

Bidder is hereby informed that this RFP is intended as an informal solicitation of Proposal only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy, or regulation.

3. Term:

The start of the term of the Agreement will be aligned with the awarded Bidder’s proposed timeline, ending no later than December 31, 2020.

4. RFP Schedule:

The following are the schedule of events for this solicitation:

RFP Issued	November 13, 2019 (Wed)
Pre-Proposal Conference	November 20, 2019 (Wed) @ 11:00 AM (PST)
Last Day for Submission of Questions from Bidders	November 22, 2019 (Fri) @ 2:00 PM (PST)
Due Date and Time for Submission of Proposal	December 6, 2019 (Fri) @ 2:00 PM (PST)

5. Pre-Proposal Conference:

A non-mandatory pre-proposal conference will be conducted. Interested Bidder(s) can phone-in on any of the following options:

Join from PC, Mac, Linux, iOS or Android: <https://cccconfer.zoom.us/j/304219052>

Or iPhone one-tap (US Toll): +16699006833,304219052# or +16468769923,304219052#

Or Telephone:

Dial:

+1 669 900 6833 (US Toll)

+1 646 876 9923 (US Toll)

Meeting ID: 304 219 052

International numbers available: <https://cccconfer.zoom.us/j/304219052>

Or Skype for Business (Lync):

[SIP:304219052@lync.zoom.us](https://cccconfer.zoom.us/j/304219052)

6. Qualification Requirements:

Bidders should have experience building relationships with companies and know how to match a candidate's skills and experience to employment opportunities.

Bidders should furnish satisfactory evidence of their ability to successfully provide services per the terms and conditions of this RFP.

The following qualification standards are *preferred* by the District to be considered for this award:

- Minimum of three (3) years of experience providing the required services in this RFP.
- Minimum of three (3) years of experience, knowledge and understanding of California community colleges.
- Minimum of three (3) employment commitment letters to hire students for internships and jobs.
- Ability to obtain and maintain the insurance required by the District (see Exhibit B).

7. Preparation of RFP:

Proposals should 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 erroneously or improperly mislead the District in the evaluation of the Proposal.

8. Dissemination of RFP Information:

- A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of a written Addendum issued by the District Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.
- B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

9. District Contact:

All communication should be sent via email and directed to the following District Contact:

Felix G. Sarao
Director of Contract Management & Vending Services
3600 Workman Mill Road
Whittier, CA 90601-1616
Phone: (562) 908-3493
Email: fsarao@rio.hondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 2:00 pm on November 22, 2019

Note: When communicating with the District Contact, please indicate in the subject line "RFP No. 2072 Query"

10. Restriction on Communications:

- A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:
 - 1) The course of a Bidders' conference, if conducted; and
 - 2) Oral presentations and site visits, if conducted.

- B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

11. Questions Regarding the RFP:

- A. All inquiries, questions, and requests for clarification of the contents of this RFP should be sent by email to the District Contact.
- B. All inquiries should include:
 - 1) A clear and concise question and reference page number; and
 - 2) References to specific points within this RFP.
- C. Questions are due by the date specified in the RFP schedule in Section 4 of this RFP.
- D. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

12. Errors and Omissions:

- A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.
- B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.

13. Submission of Proposals:

- A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.
- B. Bidder's response should contain one (1) signed paper copy (bearing original signatures), five (5) extra copies and one (1) electronic copy on a CD or flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:
 - 1) Date of the Bidder's response;
 - 2) RFP Project Name; and
 - 3) Name of Bidder's representative, phone number, and e-mail.
- C. Bidders should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion, and in the best interests of the District.

14. RFP Exceptions:

The District will not consider the submission of the Bidder's standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 14.

- A. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its proposal from the functional requirements stated in this RFP and also describe any services that could be made by the Bidder to satisfy those requirements.
- B. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.
- C. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

15. General Terms and Conditions:

Exhibit B (Sample Agreement) contains the general terms and conditions for this RFP. The District reserves the right to modify Exhibit B to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Exhibit B as a mechanism to expedite the contract negotiation process.

16. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

17. Rejection of Proposal:

Reasons for rejection of proposals by the District include the following:

- A. Late proposals will not be accepted;
- B. Proposals may be rejected for failure to conform to the rules or requirements contained in the RFP;
- C. Failure to sign the proposal;
- D. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;
- E. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
- F. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

18. Proposal Acceptance Period:

All proposals shall remain available for District acceptance for a minimum of one hundred and eighty

(180) days following the RFP closing date.

19. District Rights:

- A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.
- B. Bidders are encouraged to submit their best prices per service in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District's requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District's requirements.
- C. The District reserves the right to contract with any Bidder responding to this RFP.
- D. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.
- E. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.
- F. The awarding of the contract, if at all, is at the sole discretion of the District.

20. Disclosure of Records:

- A. All proposals, supporting materials and related documentation will become the property of the District.
- B. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

21. Conflict of Interest:

- A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.
- B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.
- C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

22. Ethics:

- A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.
- B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:
 - 1) Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.
 - 2) Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.
- C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

23. Proposal Format:

Bidder's Response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder's proposed product/services, the Bidder should mark the requirement as "Non-Applicable" and include the section in the Bidder's Response.

24. Proposal Content:

Bidders should include the following as part of their response to the RFP:

- Executive Summary
- Plan and Methodology
- Capability and Related Experience
- Staffing and Organization
- Corporate Information
- Employment Commitment Letters (if any)
- Exhibit C - Non-Collusion Declaration
- Exhibit D - Equal Opportunity Affirmative Action Statement
- Exhibit E - Certificate Regarding Worker's Compensation

A. Executive Summary

The Executive Summary should contain an outline of your organizational capability, general business approach, and qualifications to engage companies to employ students and recent graduates in professional positions and offer work based learning activities as described in the Statement of Work.

B. Plan and Methodology

Describe your organization's overall strategy for achieving the RFP objectives including:

- 1) Describe how your proposed project team will work with the District and all participating colleges' leadership, faculty, and staff (stakeholders) to:
 - a. Manage and implement the District's engagement strategy,

- b. Keep the project on schedule and in order, and
- c. Get adequate information to be successful.

Describe the strategies that will be used by your firm to ensure there is appropriate participation from the stakeholders.

- 2) What is your proposed work plan and schedule (time line) for delivering the required services? Please include the activities/events and number of work based learning activities (from date of award to December 31, 2020).
- 3) Describe how your firm will recruit employers to offer internships, jobs and work based learning activities.
- 4) From your firm's experience and understanding of the District's requirements, please provide projected number of students that will be successfully selected for internships and hired for long-term jobs as well as participate in work based learning activities.
- 5) Describe your firm's process to ensure students are prepared for interviews for internships and jobs and to engage with employers for work based learning activities.
- 6) Describe your method for documenting student participation, progress and performance including: (i) participant outreach and assessment, (ii) participant attendance, (iii) internship/job attainment, and (iv) feedback from employers and student participants. List the qualitative and quantitative data elements that your firm will use in developing the reports on these activities.

C. Capability and Related Experience

Please include information that will address the following:

- 1) Describe your organization's mission and purpose relevant to the services described in this RFP. Describe what is unique about your firm as it relates to fulfilling the requirements of this RFP.
- 2) Describe your organization's years of experience providing the required services in this RFP and list any employers, industry associations, colleges, etc. served in those projects.
- 3) Describe your organization's years of experience, knowledge and understanding of California community colleges.
- 4) Indicate your organization's proximity to the District and 13 community college partners, and availability to accomplish the work.

D. Staffing and Organization

Please include information that will address the following:

- 1) Submit the proposed project team assigned to the District if awarded the contract.
- 2) Describe the role and responsibility of each proposed project team member. Link each proposed project team member with the specific tasks, responsibilities, and deliverables.
- 3) Submit resumes for each proposed team member (including sub-consultants) proposed to provide service to the District; including specific qualifications and recent related experience (with a focus on community college district qualifications relative to the proposed role) providing similar services as required in this RFP.
- 4) List the proposed project team member's current and anticipated availability during the contract period.
- 5) List similar projects in chronological order in which the proposed team member(s) were involved. Indicate whether project(s) was completed by firm or by a team member when employed by another firm.
- 6) Identify the proposed Project Executive providing oversight of the proposed project team and assigned to the District for this project.

Notes:

- I. Bidder to identify if the proposed Project Executive is a direct employee of the firm. If a direct employee, include how many years with the firm.
 - II. If awarded the contract, the Bidder agrees that there will be **no substitution** of the proposed project team member without expressed consent of the District.
 - III. If the Bidder is selected as a finalist, the proposed Project Executive or person must attend the interview and presentation (if needed).
- 7) Describe how you propose to assure proper management and administration of the work.
- 8) Include the following data and any other relevant information for the District to evaluate:
- a) Provide total number of professional staff currently employed by your firm.

E. Employment Commitment Letters

It is preferred that your organization attach a minimum of three (3) employment commitment letters to hire students for internships and jobs.

- 1) Please describe how your firm will collaborate with employers to issue employment commitment letters in addition to what you have submitted in your proposal.
- 2) What is your projected number of employment commitment letters that can be added to what you have submitted in your proposal?

F. Sustainability Plan

- 1) Please describe how your firm will help the District attain its long term goal of having sustainability of established employer relationships for participating colleges after this contract and grant funding ends.

G. Corporate Information

Please provide the following information:

- Type of Firm:

Corporation: _____ Proprietorship: _____ Partnership: _____

Joint Venture: _____ Other (please describe): _____

- Business License Number: _____
- Number of years in business under firm name: _____
- Has the firm changed its name within the past three (3) years?

YES NO

If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES NO

If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES NO

If yes, please explain. _____

H. Financial Proposal

Bidder will submit a financial proposal which will include the following:

- 1) A "Base Bid" which is the Bidder's total costs (labor, materials, equipment, travel, mileage, etc.) in providing the required services.
- 2) A "Cost Loaded Schedule" showing the proposed hours of the proposed project team aligned with the activities/events and number of work-based learning activities (from date of award to December 2020).
- 3) A "Payment Schedule" that is aligned with the cost loaded schedule, activities/events and number of work-based learning activities (from date of award to December 2020).
- 4) A "Fee Schedule" (fully burdened hourly rates) for each member of the project team that will be used as reference for any additional service that may be required by the District outside the scope of this RFP's Statement of Work.
- 5) Based on the RFP scope, clearly specify any work that would be considered additional services.

The financial proposal must be signed by an authorized representative of the Bidder's organization and submitted with the Bidder's proposal.

25. Selection Process:

The District will have an Evaluation Team review and evaluate all responsive proposals received to develop a short list of firms who will be evaluated further. Incomplete proposal(s) may be rejected as non-responsive.

Once the Evaluation Team finishes reviewing the written responses, the Evaluation Team at their discretion may invite the firms who they feel best meet the needs of the District for in person interviews.

The top ranked Bidder(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When evaluating best and final offers the criteria described in Section 26 below will be used; as well as the following additional criteria:

- I. The Best and Final proposal is amended as instructed in the interview.
- II. The Best and Final proposal is responsive, reliable, and produce the outcome expressed by the District.

26. Evaluation Criteria:

Bidders submitting proposals are advised that all responsive proposals will be evaluated to determine the firm(s) best able to meet the needs of the District.

The District's evaluation will include, but is not limited to, a consideration of the criteria listed below:

Criteria	Points
Plan and Methodology	35
Capability and Related Experience	20
Staffing and Organization	15
Financial Proposal	10
Employer Commitment Letters	10
Sustainability Plan	10
Total	100

27. Contract Award:

The District may make such investigations as it deems necessary to determine the ability of the Bidder to provide the service as specified, and the Bidder shall furnish to the District, as is commercially reasonable, all such information and data for this purpose.

The District may discuss or negotiate with one or more firms prior to award.

The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation.

An Evaluation Team will review the merits of proposals received in accordance with the evaluation criteria stated in the RFP and formulate a recommendation. While a numerical rating system may be used to assist the Evaluation Team in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the factors and their relative weights disclosed in the RFP.

Award will be made to the most advantageous Proposal to the District, taking into consideration the factors outlined in this RFP. Award may be made to more than one (1) firm based on Bidder's area(s) of expertise. Therefore, multiple awards may be made by the Board of Trustees in order to obtain the services deemed necessary. The Board of Trustees decision shall be final and is non-contestable; as this RFP is not a formal competitive solicitation (See Section 2).

Upon approval and acceptance by the District, a purchase order or contract will be issued to the successful Bidder and shall be deemed to result in a binding contract incorporating the solicitation, proposal, and terms and conditions contained herein without further action required by either party.

Items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

28. District Practice on Debriefing of RFP Applicants:

The District does not provide debriefing to Bidder(s) who were not selected either for an interview short list or for recommendation to the Board of Trustees for award of contract. This practice helps maintain the confidentiality of the selection process. The District appreciates interested Bidders to honor this practice and looks forward to future opportunities for doing business with Bidders.

29. Incorporated Documents:

- A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.
- B. The following exhibits shall also apply and incorporated by reference:
 - 1) Exhibit A: Statement of Work
 - 2) Exhibit B: Sample Agreement

Thank you for considering this solicitation.

EXHIBIT A: Statement of Work
RFP No. 2072 Consultant Services for Strong Workforce Employer Engagement

A. Scope.

The Consultant will assist the District in (1) the implementation of the District's employer engagement strategy for up to 13 participating colleges in the region and (2) achieving planning objectives as lead for the Strong Workforce NetLab Hub & Cybersecurity Regional Project.

B. Consultant Support to District Planning Objectives (Employer Engagement Strategy).

1. Phase 1.

The primary focus of the Consultant is to successfully place the most number of students into internships and long-term jobs in cybersecurity and other similarly related information technology positions.

The secondary focus of the Consultant is to plan, schedule and implement work-based learning activities in cybersecurity/information technology (e.g. company tours, job shadowing, guest speakers, etc.) from award date to December 31, 2020.

2. Phase 2.

Contingent upon funding from the sponsor (SWP) and performance of Consultant, Phase 2 is to extend term of Consultant for one (1) year or more with the goal of maintaining or even increasing the number of students successfully placed into internships and long-term jobs in cybersecurity and other similarly related information technology positions as well as work based learning activities.

C. Service Requirements and Deliverables.

Consultant shall:

1. Work with the District and all participating colleges' leadership, faculty, and staff (stakeholders) to manage and (i) implement the District's engagement strategy, (ii) keep the project on schedule, (iii) in order and (iv) get adequate information to be successful.
2. Identify, develop relationships and collaborate with Employers to issue employment commitment letters and offer internships, jobs and work-based learning activities.
3. Plan, schedule and implement work based learning activities in cybersecurity/information technology (e.g. company tours, job shadowing, guest speakers, etc.).
4. Collect and track student participation data as well as progress data.
5. Assist students to be prepared for interviews for internships and jobs; as well for interacting with companies in work based learning activities.
6. Document student participant progress and performance including: (i) participant outreach and assessment, (ii) participant attendance, (iii) internship/job attainment, and (iv) feedback from employers and student participants.
7. Submit monthly progress reports on activities to the District.

The District is open to suggestions by the Consultant that will enable the District to meet and/or even exceed its goals based on Consultant's review of the project.

EXHIBIT B: Sample Agreement
RFP No. 2072 Consultant Services for Strong Workforce Employer Engagement

RIO HONDO COMMUNITY COLLEGE DISTRICT
Agreement

THIS AGREEMENT is made and entered into this XXth day of Month, 2019 ("Effective Date") at Whittier, County of Los Angeles, State of California, by and between the **Rio Hondo Community College District**, ("District"), and **TBD** ("Consultant"). District and Consultant are hereinafter referred to individually as a Party or jointly as Parties.

Article 1. Purpose of the Agreement: The Agreement sets forth the terms and conditions upon which District retains Consultant to assist in the District's educational planning as described in Exhibit A - Statement of Work ("Services").

Article 2. Term:

- A. The term of the Agreement is XXX ("Initial Term") from effective date and may extended upon mutual agreement of the Parties.
- B. In the event this Agreement expires, and Consultant continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date (including any adjustment to the financial terms until terminated by either party on sixty (60) days' prior written notice.

Article 3. Services to be Performed: Consultant hereby agrees to perform the services set forth in this Agreement and Statement of Work ("Exhibit A") to the satisfaction of the District.

Article 4. Licenses and Permits: The Consultant, inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Contract, or any municipal, County, State or Federal law or regulation. Business license shall be prominently displayed at the District Premises.

Article 5. Independent Contractor:

- A. Consultant is an independent Contractor. The Consultant understand s and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefit s of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, Medical Insurance, State Unemployment Compensation or Worker's Compensation. The Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.
- B. Consultant shall not represent itself as 1) Rio Hondo 2) Rio Hondo Community College, or 3) Rio Hondo Community College District to any employee or supplier.

Article 6. Employee Benefits: Consultant shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Insurance:

- A. The Consultant shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions the following:
1. Comprehensive or Commercial General Liability, Bodily Injury and Property Damage Liability Insurance (Blanket Contractual Liability and Product Liability included) - Minimum limits of \$1,000,000 per occurrence / \$4,000,000 aggregate for bodily injury and property damage. The insurance shall be primary and non-contributory.
 2. Fire Damage with minimum legal limit of \$1,000,000 per occurrence
 3. Worker's Compensation and Employers Liability - As required by applicable state law.
 4. Automobile Liability insuring owned and non-owned vehicles (when on District Property)
- B. If the insurance is written on a claims-made form, it will continue for three (3) years following termination of Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- C. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation.
- D. The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 8. Audit and Inspection of Records: At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 9. Confidentiality and Use of Information: Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's business affairs, but does not include information which is generally known or easily ascertainable by non-parties through available public documentation.

Article 10. Administration of Agreement: This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT:**

Arturo Reyes
Superintendent / President
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601
Phone: (562) 908-3403
Email: areyes@riohondo.edu

For **CONSULTANT**:

TBD

Article 11. Notice: All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 12. Termination for Cause: If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure, such as, to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

Article 13. Termination for Convenience: Either Party may terminate the Agreement at any time without penalty upon sixty (60) days' prior written notice.

Article 14. Indemnity: Except as otherwise expressly provided herein, Consultant and District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

Article 15. Conflict of Interest: Prior to execution of this Agreement, Consultant shall disclose in writing to District any and all compensation, actual or potential, which Consultant may receive in any form from a Party other than the District as a result of performance of this contract by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 16. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 17. Compliance with Applicable Laws: Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 18. Equal Opportunity and Affirmative Action Employer: Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment,

selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Consultant 's employees.

In addition, Consultant affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

Article 19. Permit(s) / License(s): Consultant and all of Consultant 's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

Article 20. Non-Waiver: The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 21. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 22. Governing Law/Venue: The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 23. Attorney's Fees: If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 24. Amendments to Agreement: All provisions of the Agreement shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both parties, to amend, add or delete any provision.

Article 25. Regulations and Access: District will make reasonable procedures for use and occupancy of the Premises and shall give Contractor written notice thereof. Contractor's authorized representatives shall have access to the Premises at all times. District grants Consultant approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Consultant.

Article 26. Entire Agreement: This Agreement, incorporated documents by reference, and any Exhibits attached hereto is the entire Agreement between the parties and supersedes all prior proposals, understandings, negotiations, representations, commitments, writings and other communications agreements, oral or written, between the parties.

Article 27. Incorporated Documents:

- A. RFP No. 2072 Consultant Services for Strong Workforce Employer Engagement (Packet)
- B. Exhibit A – Statement of Work
- C. XX Proposal dated Month, Day, Year

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

CONSULTANT

DISTRICT

Name
Position
Company

Date

Arturo Reyes
Superintendent/President
Rio Hondo College

Date

Board Date: Month Day 2019

Exhibit A
Statement of Work

**EXHIBIT D
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT
RFP No. 2072 Consultant Services for Strong Workforce Employer Engagement**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of ____, 2019.

(Corporate Seal)

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

EXHIBIT E
Bidder's Certificate Regarding Worker's Compensation
RFP No. 2072 Consultant Services for Strong Workforce Employer Engagement

Labor Code Section 3700 in relevant part provides:

Every employer except the State 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 Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)