Request for Proposals (RFP) No. 2081

Consultant Services
For
Data Warehousing, Tableau and Strategic Analytics

Date Issued: August 24, 2021

Response Closing Date / Time: September 14, 2021 @ 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 Institutional Research and Planning Department is developing the District’s capacity for strategic analytics. The goals of the District’s strategic analytics efforts are to expand access to students in need and diverse student populations, facilitate completion of educational outcomes for these same groups of students, and improve program management and efficiency. The District also seeks to create the ability of program staff to conduct efficient, targeted outreach to students in order to expand access and improve completion. To achieve these aims, the Districts expects to continue building its digital assets, which include a data warehouse, data pipeline, data visualization tools, and strategic analytics. These tools are expected to help the District identify and mediate barriers to educational access and attainment.

2. **RFP Objective(s):**

The District seeks consultant services to continue the development of its data warehouse, data pipeline, and build its data visualization and strategic analytics capacity (See Item B of Exhibit A).

The District has allocated a budget not to exceed $300,000.00.

The District’s goal is to submit a recommendation to the Board of Trustees for award on or before October 13, 2021.

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 May 31, 2022.

4. **RFP Schedule:**

The following are the schedule of events for this solicitation:
<table>
<thead>
<tr>
<th><strong>RFP Issued</strong></th>
<th><strong>August 24, 2021 (Tue)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-Proposal Conference</strong></td>
<td><strong>August 31, 2021 (Tue) @ 11:30 AM (PST)</strong></td>
</tr>
<tr>
<td><strong>Last Day for Submission of Questions from Bidders</strong></td>
<td><strong>September 7, 2021 (Tue) @ 2:00 PM (PST)</strong></td>
</tr>
<tr>
<td><strong>Due Date and Time for Submission of Proposal</strong></td>
<td><strong>September 14, 2021 (Tue) @ 2:00 PM (PST)</strong></td>
</tr>
</tbody>
</table>

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](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: 921 0639 3135

International numbers available: [https://cccconfer.zoom.us/u/abMMk3plMC](https://cccconfer.zoom.us/u/abMMk3plMC)

Or Skype for Business (Lync):

SIP:304219052@lync.zoom.us

**NOTE:** For any issue or concern please contact Isai Orozco at (562) 463-3252.

6. **Qualification Requirements:**

Bidders should have experience with BANNER, building data warehouses, and data pipelines, such as, FME; which integrate multiple data sources in various data formats. Additionally, bidders should have experience with Tableau in building data visualizations. 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:

- Demonstrated prior experience working with the various data systems, platforms, and metrics associated with the California Community Colleges
- Demonstrated experience creating and developing training and professional development
materials in support of end users and those charged with maintaining the data warehouse, data pipeline, and data visualizations.

- 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, Room A-122
Whittier, CA 90601-1616
Phone: (562) 908-3493
Email: fsarao@riohondo.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 September 7, 2021.

*Note: When communicating with the District Contact, please indicate in the subject line “RFP No. 2081 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), six (6) 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
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
- Professional Development and Training Plan
- Corporate Information
- Financial Proposal
- Exhibit D - Non-Collusion Declaration
- Exhibit E - Equal Opportunity Affirmative Action Statement
- Exhibit F - Bidder’s Certificate Regarding Workers Compensation
- Exhibit G - Certification Regarding Lobbying

A. Executive Summary

The Executive Summary should contain an outline of your organizational capability, general business approach, and qualifications to develop and expand the District’s data
warehousing, data pipeline, data visualizations and strategic analytics capacity as described in the Statement of Work.

B. Plan and Methodology

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

1) How your proposed project team will work with the District and all participating colleges’ leadership, faculty, and staff (stakeholders) to:
   a) Develop and expand the District’s data warehousing, data pipeline, data visualization, and strategic analytic capacity as specified in Section 2, RFP Objectives. (Keep the project on schedule and in order; and
   b) Get adequate information to be successful.

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

3) What is your proposed work plan and schedule (time line) for delivering the required services? Please include a project management timeline for each of the RFP objectives (from date of award to May 31, 2022).

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 relevant colleges and universities served in the data warehousing, data pipeline, and strategic analytics capacity.

3) Describe your organization’s experience, knowledge and understanding of California community colleges and, more specifically, their data and enterprise systems, data warehousing capabilities, and student metrics.

4) Describe your organization’s years of experience working with BANNER, data pipeline platforms such as FME, and Tableau.

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.

F. Professional Development and Training Plan

1) Please describe how your firm will help the District expand use of its data visualizations and build professional staff capacity to maintain the data warehouse and data pipeline.

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 May 31, 2022).
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 May 31, 2022).
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:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan and Methodology</td>
<td>30</td>
</tr>
<tr>
<td>Capability and Related Experience</td>
<td>25</td>
</tr>
<tr>
<td>Staffing and Organization</td>
<td>15</td>
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<tr>
<td>Financial Proposal</td>
<td>10</td>
</tr>
<tr>
<td>Professional Development/Training Plan</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

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:

   a) Exhibit A: Statement of Work
   b) Exhibit B: Sample Agreement
   c) Exhibit C - Additional Terms and Conditions for Federal Funded Transactions
   d) Exhibit D - Non Collusion Declaration
   e) Exhibit E - Equal Opportunity Affirmative Action Statement
   f) Exhibit F - Bidder's Certificate Regarding Workers Compensation
   g) Exhibit G - Certification Regarding Lobbying

Thank you for considering this solicitation.
EXHIBIT A: Statement of Work  
RFP No. 2081 Consultant Services for Data Warehousing, Tableau and Strategic Analytics

A. Scope.

The Consultant will assist the District in developing and expanding the District's data warehousing, data pipeline, data visualization, and strategic analytic capacity.

B. Consultant Support to District Planning Objectives.

The primary focus of the Consultant is to successfully develop the District's capacity in data warehousing, data pipeline, data visualization, and strategic analytics as described below:

- Building on existing data visualizations in the area of Financial Aid by integrating information from third party data sources;
- Building on existing data visualizations in the area of annual planning and program review to connect to the data warehouse and data pipeline and automate data flows;
- Developing analytics capacity for student cohort tracking and completion of educational milestones in critical programs and for critical groups of students in support of the District's diversity, equity, and inclusion efforts;
- Developing analytics capacity to track progress toward meeting strategic planning goals and objectives;
- Creating a set of visualizations related to teaching and learning, which include integration of learning outcomes assessments as well as successful course completion rates and connections to active courses for monitoring and tracking of outcomes assessment cycles;
- Developing capacity to identify courses and groups of students with high DFW rates in order to target intervention efforts; and
- Providing a full set of documentation and training materials.

C. Service Requirements and Deliverables.

Consultant shall:

1. Work with the District and all college leadership, faculty, and staff (stakeholders) to develop and (i) implement RFP objectives, (ii) keep the project on schedule, (iii) in order and (iv) get adequate information to be successful.

2. 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. 2081 Consultant Services for Data Warehousing, Tableau and Strategic Analysis  

RIO HONDO COMMUNITY COLLEGE DISTRICT  
Agreement  

THIS AGREEMENT is made and entered into this XXth day of Month, 2021 (“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 provide services described in Exhibit A - Statement of Work (“Services”).  

Article 2. Term:  
A. The term of the Agreement is from XXX through May 31, 2022 (“Initial Term”) 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 thirty (30) 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
2. $1,000,000 per occurrence / $4,000,000 aggregate for bodily injury and property damage. The
   insurance shall be primary and non-contributory.
3. Fire Damage with minimum legal limit of $1,000,000 per occurrence
4. Worker's Compensation and Employers Liability - As required by applicable state law.
5. 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:
   Stephen Kibui
   VP, Finance and Business
   Rio Hondo Community College District
   3600 Workman Mill Road
   Whittier, CA 90601
   Phone: (562) 463-7088
   Email: skibui@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 thirty (30) 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;

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 Consultant written notice thereof. Consultant’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. **Incorporated Documents:**

The following documents are attached hereto by reference and in order of precedence:

A. RFP No. 2081 Consultant Services for Data Warehousing, Tableau and Strategic Analysis
B. Exhibit A - Statement of Work
C. Exhibit C - Additional Terms and Conditions for Federal Funded Transactions
D. Exhibit D - Non Collusion Declaration
E. Exhibit E - Equal Opportunity Affirmative Action Statement
F. Exhibit F - Bidder's Certificate Regarding Workers compensation
G. Exhibit G - Certification Regarding Lobbying
H. Bidder Proposal dated Month, Day, Year

Article 27. **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.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

**CONSULTANT**

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<tr>
<th>Name</th>
<th>Position</th>
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<tr>
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<td>Stephen Kibui</td>
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<td>VP, Finance and Business</td>
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<td>Rio Hondo College</td>
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**DISTRICT**

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Board Date: Month Day 2021
Exhibit A
Statement of Work
Exhibit C
Additional Terms and Conditions for Federal Funded Transactions
(Grants/Contracts/COVID-19)

The following Special Terms and Conditions shall modify, delete, and/or add to the General Terms and Conditions. Where any article, paragraph, or subparagraph in the General Terms and Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the Special Terms and Conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Terms and Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

A. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in
Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3) Withholding for Unpaid Wages and Liquidated Damages. The Rio Hondo Community College District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor
or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

C. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

1) **Clean Air Act**

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b) The Contractor agrees to report each violation to the Rio Hondo Community College District and understands and agrees that the Rio Hondo Community College District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2) **Federal Water Pollution Control Act**

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b) The Contractor agrees to report each violation to the Rio Hondo Community College District and understands and agrees that the Rio Hondo Community College District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. **DEBARMENT AND SUSPENSION**

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3) This certification is a material representation of fact relied upon by Rio Hondo Community College District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Rio Hondo Community College District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

E. **BYRD ANTI LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

F. PROCUREMENT OF RECOVERED MATERIALS

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired -
   a) Competitively within a timeframe providing for compliance with the contract performance schedule;
   b) Meeting contract performance requirements; or
   c) At a reasonable price.

2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1) The Contractor agrees to provide Rio Hondo Community College District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4) In compliance with the Disaster Recovery Act of 2018, the Rio Hondo Community College District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. COMPLIANCE WITH FEDERAL LAW, REQUISITIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

J. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

K. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.
EXHIBIT D
Non-Collusion Declaration
RFP No. 2081 Consultant Services for Data Warehousing, Tableau and Strategic Analysis

State of California )
) ss.

County of __________

____________________________________, being first duly sworn, deposes and says that he or she is

____________________________________ of __________________________________, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct and is executed this ___ day of ______, 2021.

Name of individual, company or corporation

By: __________________________________________

Title: _______________________________________

Address: ____________________________________

__________________________________________
City State Zip Code
EXHIBIT E
Equal Opportunity Affirmative Action Statement
RFP No. 2081 Consultant Services for Data Warehousing, Tableau and Strategic Analysis

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____, 2021.

____________________________________________________________________________________
Name of individual, company or corporation

By: ____________________________________________

Title: __________________________________________

Address: ________________________________________

____________________________________________________________________________________
City State Zip Code
EXHIBIT F
Bidder’s Certificate Regarding Worker’s Compensation
RFP No. 2081 Consultant Services for Data Warehousing, Tableau and Strategic Analysis

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.)
Exhibit G
Certification Regarding Lobbying
Appendix A, 44 C.F.R. Part 18
RFP No. 2081 Consultant Services for Data Warehousing, Tableau and Strategic Analysis

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____________________
Contractor Name

____________________________________
Signature of Contractor’s Authorized Official

________________________________________
Name and Title of Contractor’s Authorized Official

________________________________
Date