Request for Proposals (RFP) No. 2087

Feasibility Study
For
Affordable Student Housing Project

Rio Hondo Community College District

Date Issued: September 20, 2022

Response Closing Date / Time: October 18, 2022 @ 2:30 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") 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 also provides transfer, vocational, and short-term courses for roughly 15,500 full-time equivalent students; is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five-member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board.

2. **Objective of the Project:**

   The District is soliciting proposals from qualified firms ("Consultant") for the preparation of a feasibility study for student housing as described in Exhibit A - Statement of work. The document will need to assess the potential impacts associated with the development of the District's Affordable Student Housing Project ("Proposed Project").

   Should an award be made, the selected Proposer (or Consultant) as referred to in this RFP, will enter into an Agreement with the District to provide these services.

   The District allocated a budget not to exceed $87,000.00.

   The selected Consultant's provision of services in this RFP is contingent on award of funds from California Department of Finance.

   The selected Consultant shall deliver all required deliverables in this RFP based on the requirement/schedule posted by the California Department of Finance.

   The District goal is to make an award on or before November 9, 2022,

   The District will receive responses to this RFP and, if deemed necessary, may conduct individual interviews in order to select the firm, which, in the opinion of the District, is 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. **Definition of Terms:**

   A. The designation and reference of District refers to Rio Hondo Community College District, a political subdivision of the State of California.

   B. **Bidder, Firm, and Consultant** refers to companies which choose to submit Proposals to this RFP and used interchangeably within this document.

   C. **Proposal and RFP** are used interchangeably within this document.

   D. **Contract** and **Agreement** are used interchangeably within this document.

4. **Contract Type / Term:**

   The contract type will be lump sum. The term of the Agreement will be aligned with award of funds from California Department of Finance and shall be effective from the date described in the Notice to Proceed (NTP).
However, if deemed necessary, the District may opt to increase the Consultant's involvement in the awarded contract via an Amendment. Such Amendment, if any, to increase or decrease the dollar value and extend the period of performance shall be at the sole discretion of the District.

5. RFP Schedule:

The following are the schedule of events for this solicitation:

- **RFP Issued**: September 20, 2022 (Tue)
- **Pre-Proposal Conference**: September 27, 2022 (Tue) @ 10:00 am
- **Last Day for Submission of Questions from Bidders**: October 4, 2022 (Tue) @ 2:30 pm
- **Due Date and Time for Submission of Proposal**: October 18, 2022 (Tue) @ 2:30 pm (PST)

6. Pre-Proposal Conference:

A non-mandatory pre-proposal conference will be conducted on September 27, 2022 @ 10:00 AM Pacific Time (US and Canada):

Join Zoom Meeting
[https://us06web.zoom.us/j/82001020476](https://us06web.zoom.us/j/82001020476)

Meeting ID: 820 0102 0476
One tap mobile
+16694449171,.82001020476# US
+16699006833,.82001020476# US (San Jose)

Dial by your location
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 719 359 4580 US
+1 386 347 5053 US
+1 564 217 2000 US
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)

Meeting ID: 820 0102 0476
Find your local number: [https://us06web.zoom.us/u/kcxxMFOa0S](https://us06web.zoom.us/u/kcxxMFOa0S)

7. Minimum Qualification Requirements:

Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP. Accordingly, prospective Bidders should conform to the following minimum qualification standards and provide the required information in order to be considered for award:

- Minimum of five (5) years of experience providing the required services in this RFP.
- Ability to obtain and maintain the insurance required by the District (see Exhibit C “Sample Agreement”).
8. Preparation of RFP:

A. 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.

B. The District is not responsible for payment of costs incurred in the preparation of the requested Proposals or any other ancillary expense.

9. 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 written Addendum issued by the District Point of 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.

10. District Contact:

All communication should be 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@riohondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 2:30 pm on October 4, 2022.

NOTE: When communicating with the District Contact, please indicate in the subject line “RFP No. 2087 Query”

11. 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;
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.

12. 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. All inquiries should include:
1. A clear and concise question and reference page number; and
2. References to specific points within this RFP.

B. Questions are due by the date specified in the RFP schedule in Section 5 of this RFP.
C. 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.

13. 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.

14. Proposal Preparation Costs:

All costs incurred in the preparation and submission of proposals and related documentation will be
borne by the Bidder.

15. 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
3. Name of Bidder’s representative, phone number, and e-mail

C. Bidders should forward their responses, in full 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.

16. RFP Exceptions:

A. 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 16.

1. **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.
2. **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.

B. 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.

17. **General Terms and Conditions:**

A. Exhibit C (Sample Agreement) contains the general terms and conditions for this project.

B. The District reserves the right to modify Exhibit C 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 C as a mechanism to expedite the contract negotiation process.

18. **Specifications:**

Bidders are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with this specification. If products and/or services as proposed do not comply with specifications as written, Bidder should attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation should be understood to mean that Bidder proposed to meet all details of these specifications. Successful Bidder(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder(s) shall be required to correct same at Bidder’s own expense.

19. **Acceptance of Bidder's Response to RFP:**

The District reserves the right at its sole discretion to 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).

20. **Withdrawal of Proposal:**

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

21. **Rejection of Proposal:**

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

A. Late proposals will not be accepted. Proposals may also be rejected for failure to conform to the rules or requirements contained in the RFP;

B. Failure to sign the proposal;

C. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;

D. 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
E. 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.

22. Proposal Acceptance Period:

All proposals shall remain available for District acceptance for a minimum of one hundred and twenty (120) days following the RFP closing date.

23. 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 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.

24. Disclosure of Records:

All proposals, supporting materials and related documentation will become the property of the District. 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.

25. 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.

26. 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.

27. 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.

28. Proposal Content:

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

- Cover Letter and Company Description
- Bidder Qualifications and Related Experience
- Project Plan and Methodology
- Proposed Staffing and Project Organization
- Financial Proposal
- References/Others

A. Cover Letter and Company Description.

Provide a cover letter and introduction including the name of the firm, address, telephone number, email address and position of the person or persons authorized to represent the firm regarding all matters related to the proposal. The letter should provide a brief company description and address the company’s willingness and commitment, if selected, to provide the required services, and why should the District choose your firm for this service and how does your firm differentiate your services from your competition. The cover letter shall be signed by a person(s) authorized to bind the firm to all commitments made in the proposal. Exhibit B: Bidder Information should be completed and submitted.

B. Bidder Qualifications and Related Experience.

This section of the proposal should provide a general description of the Bidder’s background, nature of business activities, and verifiable experience providing the required products and/or services. It should explain the ability of the Bidder to satisfactorily perform the required work as a result of: (i) experience in performing work of a similar nature to that identified in the RFP; (ii) demonstrated experience working with similar organizations to District; (iii) strength and stability of the Bidder; (iv) current staffing capability and availability; (v) current work load; and (vi) proven record of meeting schedules on similar type of work.

Bidder should include information that will address the following:

1. Provide a narrative which identifies any information the Bidder wants Rio Hondo College to consider such as relevant experience with a unique issue pertinent to the proposed project.

2. Provide example projects (up to three) that demonstrates relevant experience related to the proposed project and demonstrates your firm’s capability for projects of a similar scale and complexity.
C. Project Plan and Methodology.

Please describe the approach to be used by your firm to complete the required services in this RFP. The description of the approach should include an explanation of all services that will be performed by your firm, such as but not limited to:

1. Evaluation Planning
   a) Describe the detailed process and plan you are recommending be used, including approach and methodology.
   b) Describe what information, documents, staff assistance, facilities, or other resources you would require from the District to complete your work.
   c) Declare any other critical assumptions upon which your proposal is based.
   d) Describe how periodic status reports will be submitted.
   e) Provide a timeline of consulting activities and key milestones.
   f) Identify expected challenges and limitations of the engagement and provide solutions to address the challenges.
   g) Describe the plan for outreach and how your firm maintains data on best practices at other organizations and programs.
   h) Your firm’s existing collaborations with key stakeholders.

2. Project Management
   a) Describe your firm’s project management approach, methodology for the overall project, and how your firm’s proposed team will interface with District staff.
   b) Describe your firm’s plan for staying on schedule for this project.

3. Please provide a narrative of how your firm will address the following:

   a) Market and Financial Research:
      I. Provide a narrative which identifies actions to be performed with a description of the approach or methodology of the study.
      II. Conduct student engagement through in-person or virtual focus groups to discuss the potential for affordable student housing at Rio Hondo.
      III. Conduct engagement with key stakeholders from the district and campus to identify goals and vision for student housing.
      IV. Off-campus housing market research: assessment of market-rate rental rates, local affordable housing rental rates, general housing market research of nearby competitor apartment properties,
      V. Assessment of opportunities for commercial/mixed-use opportunities based on local market and community needs.
      VI. Assessment of community college housing trends, particularly among southern California community colleges.
      VII. Evaluation of potential academic integration opportunities, as well as non-academic functions
      VIII. Research must be specific to Rio Hondo Community College District boundaries. Recommendations of type of housing that would best serve students in fiscally responsible manner; considerations such as zoning, facilities, potential for public-private partnerships, if applicable; regulatory compliance and statutory requirements for student housing, and multi-year projections.
      IX. Perform a quantitative assessment of students through a campus-wide survey to identify student preferences and interest in student housing.
      X. Assessment of potential demand for on-campus student housing and 5-10 year projections based on student enrollment trends.
      XI. Student target market analysis to identify population in greatest need of student housing.
XII. Outline program of spaces to include revenue and non-revenue generating residential areas, community spaces, and other amenities.

XIII. Financial analysis to evaluate the feasibility of the project’s desired program of spaces, including proforma development with capital costs, revenue expectations, operational (personnel and non-personnel) assumptions, identification of any ongoing funding gaps and return expectations, as appropriate, for the development.

XIV. Preliminary site analysis of proposed parcel(s) located on or off campus, which are to be further defined as part of the Feasibility Study.

XV. Use of third-party consultants shall be identified, as applicable, to support the Feasibility Study process.

b) Deliverables and presentations shall include the following:

I. Define optimal number and type of units appropriate for Rio Hondo's student target market over 5-to-10-year horizon

II. Define optimal rental rate of student housing units to provide affordable rates for target market populations.

III. Determine appropriate program of spaces that meet the residential and academic needs of student housing residents.

IV. Confirm possible location(s) of student housing facility that would best serve the students.

V. Outline possibilities and cost/benefit for on-campus or off-campus housing options.

VI. Provide recommendations for strategies for investment and funding options for a new student housing facility.

VII. Provide any additional support documentation needed for possible Construction Grant application process in 2023-2024.

VIII. Provide recommendations for possible Public-Private Partnerships (P3) and the potential risks and rewards involved, if deemed an appropriate delivery structure.

IX. Provide financial model(s) that demonstrate feasibility of the execution for a proposed affordable housing development.

X. Presentation of research results to campus administration and possibly the Board of Trustees.

XI. Final report document that satisfies the Construction Grant application process and other district-wide requirements.

c) Schedule:

Provide a table or spreadsheet which identifies a schedule by task and sub-task.

C. Proposed Staffing, Project Organization and Team Capacity.

This section of the proposal should include resumes of Bidder’s key personnel to be assigned to the project, with information on their roles and responsibilities and project organizational chart. The project organization chart should clearly delineate communication/reporting relationships among the project staff, including sub-contractor(s) (if applicable). All key staff will be named in the proposal. Bidder should include a statement that key personnel will be available to the extent proposed for the duration of the project and, acknowledge that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the District.

Bidder should include information that will address the following:

1. Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key technical personnel and provide brief resumes. The response should indicate the abilities, qualifications, licenses, certifications and experience of these individuals.

2. Please describe the work load capacity of each proposed team member if your firm is selected for award in this RFP.

3. Please identify level of effort of each proposed team member if your firm is selected for award in this RFP. Please align this on your proposal’s timeline.
4. Please include information on each proposed team member on other projects they have been assigned or currently working on at other community colleges.
5. Please include a list of other feasibility and financing studies for California Community Colleges your firm is currently in the process of executing or projected to be engaged for Fall 2022 and early 2023.

D. 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. “Cost by Task” which will show a table or spreadsheet that identifies costs by task and sub-task.
   Note: Consultant may identify assumptions beyond the considerations identified in this RFP as part of this attachment. Also include a fee schedule/rate schedule.
3. A “Payment Schedule” that is aligned with the Cost by Task.
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. Provide an estimate of travel costs associated with attending in-person meetings to include mileage (at the IRS rate), airfare, hotel, and meals.
6. Provide a detailed estimate of any other fees that could be charged as part of this engagement.
7. Based on the RFP scope, clearly specify any work that would be considered additional services.
8. The financial proposal must be signed by an authorized representative of the Bidder’s organization and submitted with the Bidder’s proposal.
9. Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration.

E. References/Others

Bidders should provide at least three (3) letters or reference from their current clients. at least one (1) should be a California Community College District that demonstrates your ability to provide the services included in the description of work.
The list of client references shall be completed for each and include:

1. Entity Name
2. Entity Address
3. Contact Individual
4. Telephone Number/E-mail address
5. Description of services

Bidder should include information that will address the following:

1. Is your firm or any member of your firm involved in any litigation relative to your transactions with other educational institutions?
2. Please disclose any conditions that may affect your firm’s ability to perform contractually such as:

   a) Financial issues
   b) Planned office closures
   c) Impending merger
   d) Disbarment / suspension imposed by any federal, state, or local public agency

The District reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications. Contact for references may be made with several or all the clients listed. The District reserves the right to contact prior or current client references not listed.

29. Method of Evaluation:

   A. Proposals will be evaluated by the District based on the response to the information requested above and the following weights are assigned for evaluation purposes:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>Bidder Qualifications and Related Experience</td>
<td>15</td>
</tr>
<tr>
<td>Project Plan and Methodology</td>
<td>30</td>
</tr>
<tr>
<td>Proposed Staffing, Project Organization and Team Capacity</td>
<td>15</td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>40</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
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   B. All proposals will be examined for merit and ranked according to quality and responsiveness. The top proposals (up to a maximum of five) may be called for interviews. If interviews are conducted, Bidder team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. The firm selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or his/her representative. The contract will be forwarded to the Board of Trustees for approval and authorization.

   C. The District has the sole authority to select the final Consultant(s)/firm(s), and reserves the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work.

   D. This RFP does not obligate the District to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of the District best meets the requirements set forth in this RFP and is in the best interest of the District. The District is not obligated to select the lowest priced proposal. The District shall not be responsible for any costs associated with a Bidder’s preparation of a proposal in response to this RFP.

   E. The Bidder selected to perform the duties as outlined in this RFP will be required to sign an Agreement (Refer to Exhibit C). Bidders should not propose their own standard contract, or terms and conditions in response to this RFP. Any Bidder objection, exception or alternative to the Agreement and requirements provided in this RFP should be submitted together with the proposal and is subject for review and acceptance by the District. The District reserves the right to modify the Agreement to the extent that it deems necessary either before or during any negotiations with a selected Bidder.

30. 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.

31. 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:

   Exhibit A: Statement of Work
   Exhibit B: Bidder Information Form
   Exhibit C: Sample Agreement

Thank you for considering this solicitation.
EXHIBIT A: Statement of Work
RFP No. 2087: Feasibility Study for Affordable Student Housing Project

A. Scope.

Consultant will preparation for the District a feasibility study for affordable student housing development. The environmental document will need to assess the potential impacts associated with the development of the District’s Affordable Student Housing Project (“Proposed Project”).

B. Project Information.

1. Project Applicant: Rio Hondo College

2. Proposed Project Background: The lack of affordable housing in Los Angeles County is the greatest, and most prohibitive barrier to Rio Hondo College student success rates. The proposed project will lower the cost of attendance for the average Rio Hondo College student by $21,816 annually ($2,518 [Los Angeles Avg. Rent] - $700 [AB/SB 169 - compliant rent] = $1,818/mo. or $21,816/annually). Further, Rio Hondo College seeks to provide priority housing to students who are currently unhoused or at imminent risk of becoming unhoused. To ensure housing stability for this population, Rio Hondo College will seek to subsidize rents for students who meet AB 801 standards or are actively unhoused. In this way, the proposed project will prioritize the most disproportionately impacted students.

3. Project Location: TBD

4. Project Site Size: TBD

5. Current Use of Site: TBD

6. Proposed Project: details TBD

C. Scope of Services.

a) Market and Financial Research:

I. Provide a narrative which identifies actions to be performed with a description of the approach or methodology of the study.

II. Conduct student engagement through in-person or virtual focus groups to discuss the potential for affordable student housing at Rio Hondo.

III. Conduct engagement with key stakeholders from the district and campus to identify goals and vision for student housing.

IV. Off-campus housing market research: assessment of market-rate rental rates, local affordable housing rental rates, general housing market research of nearby competitor apartment properties.

V. Assessment of opportunities for commercial/mixed-use opportunities based on local market and community needs.

VI. Assessment of community college housing trends, particularly among southern California community colleges.

VII. Evaluation of potential academic integration opportunities, as well as non-academic functions

VIII. Research must be specific to Rio Hondo Community College District boundaries. Recommendations of type of housing that would best serve students in fiscally responsible manner; considerations such as zoning, facilities, potential for public-private partnerships, if applicable; regulatory compliance and statutory requirements for student housing, and multi-year projections.
IX. Perform a quantitative assessment of students through a campus-wide survey to identify student preferences and interest in student housing.
X. Assessment of potential demand for on-campus student housing and 5-10 year projections based on student enrollment trends.
XI. Student target market analysis to identify population in greatest need of student housing.
XII. Outline program of spaces to include revenue and non-revenue generating residential areas, community spaces, and other amenities.
XIII. Financial analysis to evaluate the feasibility of the project’s desired program of spaces, including proforma development with capital costs, revenue expectations, operational (personnel and non-personnel) assumptions, identification of any ongoing funding gaps and return expectations, as appropriate, for the development.
XIV. Preliminary site analysis of proposed parcel(s) located on or off campus, which are to be further defined as part of the Feasibility Study.
XV. Use of third-party consultants shall be identified, as applicable, to support the Feasibility Study process.

b) Deliverables and presentations shall include the following:

I. Define optimal number and type of units appropriate for Rio Hondo’s student target market over 5-to-10-year horizon
II. Define optimal rental rate of student housing units to provide affordable rates for target market populations.
III. Determine appropriate program of spaces that meet the residential and academic needs of student housing residents.
IV. Confirm possible location(s) of student housing facility that would best serve the students.
V. Outline possibilities and cost/benefit for on-campus or off-campus housing options.
VI. Provide recommendations for strategies for investment and funding options for a new student housing facility.
VII. Provide any additional support documentation needed for possible Construction Grant application process in 2023-2024.
VIII. Provide recommendations for possible Public-Private Partnerships (P3) and the potential risks and rewards involved, if deemed an appropriate delivery structure.
IX. Provide financial model(s) that demonstrate feasibility of the execution for a proposed affordable housing development.
X. Presentation of research results to campus administration and possibly the Board of Trustees.
XI. Final report document that satisfies the Construction Grant application process and other district-wide requirements.

 NOTE: The timeframe to complete the project should not exceed six (6) months from date of contract execution.

D. Consultant Obligations/Deliverables.

1. Meeting Attendance: The Consultant shall plan for attendance at a minimum of one (1) kick-off meeting, one (1) scoping meeting (include meeting support), and two (2) hearing meetings. Meetings may be virtual.

2. Deliverables: The Consultant shall provide a preliminary draft and final draft of the Feasibility Study report with the items outlined in the Scope of Services section. All documents shall be provided upon completion of the scope or services tasks in an electronic copy (Microsoft Word, PDF, or PowerPoint). The Consultant should assume one round of review for the draft report (along with any necessary supporting appendices) prior to finalizing the Feasibility Study.
**EXHIBIT B: Bidder Information Form**
RFP No. 2087: Feasibility Study for Affordable Student Housing Project

Bidder should fill out the following:

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<th>Authorized Representative (Name &amp; Position)</th>
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This Agreement is made and entered into this XXth day of Month, 2022 ("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 the services described in Exhibit A - Statement of Work ("Services/Work").

Article 2. Term:

A. The term of the Agreement is from Month Day 2022 through Month Day 2022 ("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 understands 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 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. Worker's Compensation and Employers Liability - As required by applicable state law.

3. 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; 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. **California State Tax Withholding For Nonresidents of California.** It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars ($1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor’s acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
Article 27. Incorporated Documents:

A. RFP No. 2087 Feasibility Study for Affordable Student Housing Project - RFP Packet
B. RFP No. 2087 Feasibility Study for Affordable Student Housing Project - Exhibit A (Statement of Work)
C. XX Proposal dated Month, Day, Year

Article 28. 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

_________________________________________  __________________________________________
Name                  Date
_________________________  ____________________________
Position               Company
_________________________  ____________________________
_________________________  ____________________________

DISTRICT

_________________________________________  __________________________________________
Stephen Kibui           Date
_________________________  ____________________________
VP, Finance and Business Rio Hondo College
_________________________  ____________________________

Board Date: Month Day 2022