

Request for Proposals (RFP) No. 2095

K12 Pathway Coordinators



Date Issued: March 24, 2023

Response Closing Date / Time: April 21, 2023 @ 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 individuals/firms to provide services as K12 Pathway Coordinators.

The K12 Pathway Coordinator seeks to improve the performance of the K14 CTE programs within her/his service area as measured by the CTEIG, K-12 SWP Metrics and guided by the K14 Pathway Quality Rubric. This is done through: providing direct support to, and helping to link and align the program development efforts funded by CTEIG, K-12 SWP and Community College Strong Workforce Program investments in the service area; through drawing attention to and engagement with labor market and program performance information and the region's workforce development plan; and through coordination with other regional key talent including the K-14 TAP, Regional Directors for Employer Engagement, the Centers of Excellence, Guided Pathway Regional Coordinators, and the Regional Consortium.

Under the direction of the K14 Technical Assistance Provider, the K12 Pathway Coordinator will plan, coordinate, organize and manage the operations and activities of the K14 CTE programs for their assigned community college district and Collaborative partner school districts.

This will provide coordination services to all K-12 LEAs in their assigned college district.

The District intends to hire a total of four (4) K12 Pathway Coordinators; three (3) will serve a term of August 15, 2023 - June 30, 2024, with a budgeted compensation of \$120,000.00 dollars and one (1) will serve a term of July 15, 2023 - June 30, 2024 with a compensation of \$131,000.00 dollars.

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.

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

March 24, 2023 (Fri)

Pre-Proposal Conference	April 7, 2023 (Fri) @ 10:00 am
Last Day for Submission of Questions from Bidders	April 14, 2023 (Fri) @ 2:30 pm (PST)
Due Date and Time for Submission of Proposal	April 21, 2023 (Fri) @ 2:30 pm (PST)

6. Pre-Proposal Conference:

A non-mandatory pre-proposal conference will be conducted.

Join Zoom Meeting

<https://us06web.zoom.us/j/84137787731?pwd=VDk3M2Z4MHRzNHIXS1FIVzdNQkkwZz09>

Meeting ID: 841 3778 7731

Passcode: 840363

One tap mobile

+16699006833,,84137787731#,,,,*840363# US (San Jose)
 +16694449171,,84137787731#,,,,*840363# US

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US

Meeting ID: 841 3778 7731

Passcode: 840363

Find your local number: <https://us06web.zoom.us/j/84137787731?pwd=VDk3M2Z4MHRzNHIXS1FIVzdNQkkwZz09>

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 three (3) 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: purchasing@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 April 14, 2023.

NOTE: When communicating with the District Contact, please indicate in the subject line "RFP No. 2095 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 rice 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:
 - i. 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.
 - ii. 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:

- Bidder Educational Preparation and Related Experience
- Identification of Goals of the K12 Strong Workforce Program
- Proposed Methodology and Timeline for Meeting the Scope of Work
- Demonstrated Understanding of the Educational Needs of LA County
- Financial Proposal
- References/Others

A. Bidder Educational Preparation and Related Experience.

This section of the proposal should provide a general description of the Bidder's background, nature of business activities, education 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 will include description on how he/she meets the following requirements:

1. Education and Experience.

- a) Bachelor's degree from an accredited college or university and three full years of full-time K-12 school district, county office of education, college, or university work experience in a lead position.
- b) Demonstrated sensitivity to and understanding of the diverse cultures of high school and community college students.

2. Desired Experience.

- a) K-12 or college advising, career pathway and/or grant experience.
- b) Experience working with special populations students.
- c) Partnership development.
- d) Data management.

3. The K12 Pathway Coordinator will have Knowledge of:

- a) Career exploration and labor market information.
- b) California K12 data collection systems and practices.
- c) Personnel and budget management principles, procedures, and strategies.
- d) Principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.
- e) Public relations, group presentations, and effective communication in a diverse environment.
- f) Student advisement, public speaking, workshop development, and group facilitation principles and practices.
- g) K12 and Community college Career Technical Education systems and programs.
- h) Principles and practices of grant project management.
- i) Community College organization, operation, policies, mission, and objectives.
- j) Interpersonal skills using tact, patience, and courtesy.

4. The K12 Pathway Coordinator will have the Ability to:

- a) Conduct meetings, facilitate groups, and workshops both in person and in virtual/online format.

- b) Prepare and deliver oral presentations using current technology.
- c) Develop and administer a comprehensive program work plan, budget, and outcomes.
- d) Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
- e) Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
- f) Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
- g) Communicate clearly, concisely, and effectively both orally and in writing with industry, students, staff, faculty, outside agencies, and the public.
- h) Travel to off-campus functions and transport presentation materials and equipment.

B. Identification of Goals of the K12 Strong Workforce Program.

What are the goals, objectives, and expected outcomes of the K12 Strong Workforce Program? Limit response to no more than 250 words.

C. Proposed Methodology and Timeline for Meeting the Scope of Work.

Bidder will submit a Work Plan as to how they will meet each objective below and estimated timeline:

1. Act as a point of contact for and work with high school and community college CTE programs, Regional Directors for Employer Engagement, the Centers of Excellence, and other workforce development stakeholders to effectively and efficiently engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K–14 career technical education programs.
2. Provide technical assistance to inform the development and implementation of CTE curriculum.
3. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways.
4. Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development.
5. Inform and support the development and implementation of college and career exploration.
6. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses.
7. Support postsecondary transitions and completion.
8. Encourage and facilitate the intersegmental work between LEAs and Community Colleges.
9. Provide technical assistance to inform the development of work-based learning opportunities.

NOTE: Please use format below for each objective:

Objective X:			
Activities	Measurable Outcomes	Evidence	Timeline (Month/Year)
X.1			
X.2			
X.3			
X.4			
X.5			

D. Demonstrated Understanding of the Educational Needs of LA County.

Please describe the educational needs of the students in K12 system in LA County. Limit response to no more than 250 words.

E. Financial Proposal.

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

1. Lump sum for the required services. Bidder to indicate if proposal is for the period August 15, 2023 - June 30, 2024 and/or July 15, 2023 - June 30, 2024.
2. Bidder to include hourly rates for any additional service that the District may require beyond the scope described in this RFP.
3. Briefly describe how you would allocate the budget including travel to CCCAOE Fall 2023 Conference in Rancho Mirage, CA and Educating for Careers Spring 2024 in Sacramento, CA.

Note: Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration.

F. 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:

Criteria	Points
Bidder Educational Preparation and Related Experience	10
Identification of Goals of the K12 Strong Workforce Program	10
Proposed Methodology and Timeline for Meeting Scope of Work	45
Demonstrated Understanding of the Educational Needs of LA County	10
Financial Proposal	20
References/Others	5
Total	100

- 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 or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or 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.

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:
 - 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. 2095: K12 Pathway Coordinators

A. Scope.

The selected Contractor shall:

1. Act as a point of contact for and work with high school and community college CTE programs and other workforce development stakeholders to effectively engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K–14 career technical education programs;
2. Provide technical assistance to inform the development and implementation of CTE curriculum. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways;
3. Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development;
4. Inform and support the development and implementation of college and career exploration. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses;
5. Support postsecondary transitions and completion;
6. Encourage and facilitate the intersegmental work between LEAs and Community Colleges; and
7. Provide technical assistance to inform the development of work-based learning opportunities.

B. Term of Performance:

The District will select up to 4 K12 Pathway Coordinators with term as shown below:

1. 3 - K12 Pathway Coordinators for the period August 15, 2023 through June 30, 2024.
2. 1 - K12 Pathway Coordinator for the period July 15, 2023 through June 30, 2024.

EXHIBIT B: Bidder Information Form
RFP No. 2095: K12 Pathway Coordinators

Bidder should fill out the following:

Authorized Representative (Name & Position)	
Company Name	
Address	
Phone Number	
Email Address	
Signature	

EXHIBIT C: Sample Agreement
RFP No. 2095: K12 Pathway Coordinators

RÍO HONDO COMMUNITY COLLEGE DISTRICT
Agreement

THIS AGREEMENT is made and entered into this XXth day of Month, 2023 ("Effective Date") at Whittier, County of Los Angeles, State of California, by and between the Rio Hondo Community College District, ("District"), and XXXX ("Contractor"). District and Contractor 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 Contractor to provide services described in Exhibit A - Statement of Work ("Services").

Article 2. Term:

- A. The term of the Agreement is from Month Day, 2023 through Month Day, 2023 ("Initial Term") and may be extended upon mutual agreement of the Parties.
- B. In the event this Agreement expires, and Contractor 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. Contract Amount: The Contractor shall furnish labor and materials required to do the Work; as described in Exhibit A ("Statement of Work") for a total contract price of:

XXXXXX Dollars (\$XXX.00).

Article 4. Services to be Performed: Contractor hereby agrees to perform the services set forth in this Agreement and Statement of Work ("Exhibit A") to the satisfaction of the District.

Article 5. Licenses and Permits: The Contractor, 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 6. Independent Contractor:

- A. Contractor is an independent Contractor. The Contractor 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 benefits 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 Contractor 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. Contractor 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 7. Employee Benefits: Contractor 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 8. Insurance:

- A. The Contractor 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 not contain covenants from the issuing company that the policies shall not be cancelled 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. Contractor agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 9. 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 10. Confidentiality and Use of Information: Contractor 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 11. 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 CONTRACTOR:

TBD

Article 12. Notices: 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 13. 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 14. Termination for Convenience: Either Party may terminate the Agreement at any time without penalty upon thirty (30) days' prior written notice.

Article 15. Indemnity: Except as otherwise expressly provided herein, Contractor 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 16. Conflict of Interest: Prior to execution of this Agreement, Contractor shall disclose in writing to District any and all compensation, actual or potential, which Contractor 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, Contractor 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, Contractor shall disclose any financial interest that Contractor 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 17. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of District and without such consent all services hereunder are to be performed by Contractor, its officers, agents and employees.

Article 18. Compliance with Applicable Laws: Contractor 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 Contractor, Contractor's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 19. 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 Contractor 's employees.

In addition, Contractor 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 20. Permit(s) / License(s): Contractor and all of Contractor '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 21. Non-Waiver: The failure of District or Contractor 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 22. 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 23. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 24. 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 25. 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 26. 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 27. 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 Contractor 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 Contractor.

Article 28. 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 29. Incorporated Documents:

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

- A. RFP No. 2095: K12 Pathway Coordinators (RFP Packet, Exhibit A and any addendum and bulletins issued)
- B. Bidder Proposal dated Month Day Year

Article 30. 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.

CONTRACTOR

DISTRICT

_____	_____	_____	_____
Name	Date	Stephen Kibui	Date
Position		VP, Finance and Business	
Company Name		Rio Hondo College	

RHC Board Date: Month Day, 2023