



State Government Relations Services

RFP 23-001

Filing Deadline: No later than **5:00 PM PDT, January 31, 2023**

Filing Method: Submit proposals electronically through the Calbright College's PlanetBids Bid Portal. The link to the Bids Portal may be found at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=40988>

Contact: Calbright College
Attn: Michael Gladish
business@calbright.org

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1. Introduction

Calbright, the California Online Community College (“Calbright College” or “College”) is requesting proposals from responsive, responsible, and qualified individuals or firms (“Proposers” or “Proposer”) to provide State Government Relations Services. Calbright College uses the word “firm” throughout this Request for Proposals (RFP) but will also accept proposals from qualified individuals.

This is not an offer by Calbright College to contract with any party responding to this RFP. Calbright College reserves the right to reject any and all responses. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Trustees member, agent or representative of the College regarding the RFP except for the College contact person noted below. The RFP response of a respondent who has engaged in any action or activity inconsistent with or in violation of the foregoing is subject to rejection for non-responsiveness.

Respondents to this RFP shall submit responses electronically in PDF format via the PlanetBids Bid Opportunities portal. Respondents are responsible for confirming all required documents are submitted and uploaded correctly. Should you have any issues submitting documents, please contact PlanetBids at 818-992-1771 verifying that the email and attachments have been received. RFP responses shall be submitted electronically to the PlanetBids Bid Opportunities Portal, found at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=40988>

All responses must be submitted by 5:00 PM PDT, January 31, 2023

1.1 Pre-Proposal Meeting - Not Applicable

Calbright will not be holding a pre-proposal meeting for this solicitation.

1.2 Tentative Timeline - Calendar of Events

Event	Date
RFP Posted	January 3, 2023
Pre-Proposal Meeting	Not Applicable
Request for Clarification	January 17, 2023 at 5:00 p.m. PDT
RFP Responses due	January 31, 2023 at 5:00 p.m. PDT
Interviews [90 min.] (if applicable)	Week of February 6, 2023
Tentative Board approval	February 22, 2023

*These dates are tentative and subject to change by Calbright.

1.3 Requests for Clarifications

All questions and requests for interpretations or clarifications, either administrative or technical, must be submitted in writing to Calbright through PlanetBids by selecting the Q&A tab. Questions sent directly to Calbright Staff will not be addressed and you will be directed to submit your question(s) via PlanetBids. All requests must provide a sufficient amount of information, such that Calbright is able to craft an appropriate response, based upon the initial submittals.

All questions properly submitted will be answered in writing through PlanetBids. Verbal statements regarding this RFP by any person (or persons) should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received through PlanetBids by 5:00 p.m. local time on January 17, 2023.

Calbright responses will be provided in writing to all prospective Proposers via the Q&A tab on PlanetBids .

1.4 Interviews

Based on rankings, Calbright may, at its sole discretion, invite a short list of Proposers to participate in interviews and/or demonstrations. If interviews and/or demonstrations are conducted, the Evaluation Committee will then evaluate the short listed Proposers solely on the interview and/or demonstration and recommend the Proposer who ranked highest. No Proposer shall be entitled to or otherwise guaranteed an interview with Calbright.

Calbright has identified the week (or weeks) listed on the Tentative Timeline - Calendar of Events for interviews. Proposers will be asked to keep this date available, as no other interview dates will be available. Proposers who are unable to attend their interview as scheduled may be eliminated from further participation in this competitive procurement. The interview may consist of a short presentation/demonstration by the Proposer after which the Evaluation Committee will ask a series of questions related to the solicitation. The committee will use pre-established criteria during the interview to score and develop a final recommendation

1.5 Addenda

Calbright reserves the right to amend this RFP at any time. All changes to this RFP will be made by issuance of written addenda. Automatic notification of addenda is sent to Proposers via PlanetBids.

Proposers shall acknowledge receipt of all addenda as instructed by Calbright's PlanetBids Bid Opportunities portal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the RFP requirements. Proposer certifies that the RFP documents and addenda have been thoroughly read and that there are no misunderstandings as to the meaning, purpose, or intent of any provision in the RFP documents and addenda.

1.6 Proposal Due Date

Proposals must be submitted electronically on or before 5:00 pm PDT, January 31, 2023. Hard copy proposals will not be accepted. Proposals received after the due date will be rejected.

Proposers are strongly encouraged to upload their electronic responses on Calbright's Bid Opportunities portal significantly before the RFP proposal due date to avoid last-minute technical issues. Should Proposers have any technical problems or questions regarding electronic submittal, please contact PlanetBids Customer Service at 818-992-1771.

1.7 Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by Proposer in:

- A. Preparing its proposal in response to this RFP;
- B. Submitting that proposal to Calbright;
- C. Negotiating with Calbright any matter related to its proposal; or
- D. Any other expenses incurred by Proposer prior to award of the Contract.

1.8 Insurance Requirements

The applicable insurance requirements are described in Section 4.6 of the Professional Services Agreement, attached in PlanetBids "Sample Contract Form". By submitting a proposal, Proposer agrees that it has reviewed the insurance provisions and takes no exceptions to this language.

1.9 Schedule

The initial term is anticipated to be from March 15, 2023 to March 14, 2024. Thereafter, Calbright will have the option, at its sole discretion, to renew the agreement, if any, for up to four (4) additional one-year terms. If the parties are unable to reach an agreement, Calbright, at its sole discretion, will not move forward with the renewal option.

1.10 Debriefings

See Attachment A General Conditions

1.11 Protests

See Attachment A General Conditions

1.12 Rights of Calbright

Calbright may exercise at its sole discretion the following rights and conditions. By responding to this RFP, Proposers acknowledge and consent to the following rights and conditions.

Calbright reserves the right to:

- Postpone, cancel, or issue a subsequent RFP.
- Reject any or all proposals.
- Issue addenda to amend, modify, add, or delete RFP requirements.
- Remedy technical errors in the RFP process.
- Disqualify Proposers who are deemed non-responsive to the requirements of this RFP.

- Waive any non-substantive irregularities in proposals and accept or reject all or part of a proposal.
- Exercise its discretion to respond to questions after the RFP question submittal deadline.
- Interview proposal references to clarify information provided.
- Require additional information from a Proposer to substantiate their proposal.
- Approve or disapprove the use of proposed subconsultants/subcontractors.
- Conduct interviews at its discretion.
- Not award an agreement.
- Award an agreement to one or more Proposers.

2. SCOPE OF SERVICES

Calbright College — California’s only statewide, digital community college — offers skills-based credentials, certificates, and preparation for in-demand jobs, with flexibly-paced programs and wraparound supports designed specifically for adults without degrees. Calbright is for Californians who want the skills that open access to better jobs, and whose lives — jobs, schedules, family responsibilities — do not fit typical semester-based course structures and timelines. Through its programs and services, the College is committed to increasing economic mobility and closing equity gaps for working adults who lack easy access to traditional forms of higher education, providing tangible economic value for both working adults and hiring managers.

Calbright is seeking individuals and/or qualified firms with a holistic and innovative approach to California state government relations, including policy and outreach strategies which recognize the many stakeholders involved in Calbright’s higher education landscape. In order to support the college’s expansion through its next phase of high-quality growth, the college is requesting that individuals and/or qualified firms submit proposals outlining state government relations services designed to:

1. Grow Calbright College’s ability to support equitable impact among its focus populations by effectively engaging state policymakers, labor, business, non-profit entities, and other relevant state-level stakeholders in the context of the College’s existing and future services;
2. Assist the College in analyzing and executing a state government relations program to advance actual and potential state policy and funding opportunities to address the College’s priorities.
3. Monitor all relevant legislation, policy and budget, including proposals or pilot program initiatives that are not legislative in nature.
4. Counsel Calbright’s in-house Government Relations team as needed to identify new engagement and partnership opportunities, engagement strategies for aligned state trade and advocacy organizations, workforce and economic development intermediaries and advocacy organizations focused on workforce solutions and educational opportunities for Calbright’s focus populations.

5. Engage with state agencies in relation to higher education, workforce economic development and labor. This will include but is not limited to facilitation and/or joint attendance of meetings between Calbright representatives and Members of the State Legislature and agencies such as the Departments of Education, Labor and Workforce Development, and Finance, as needed.

Please refer to Calbright's 2021-2023 Strategic Vision and Calbright's 2022 Milestone Report and Founding Legislation documents for background and key insights regarding the College's history, objectives and strategic plan.

Calbright is deeply committed to equity and inclusion, and is focused on serving a target population of working Californians traditionally underrepresented in higher education. All proposals should reflect an understanding of Calbright's mission to serve this population, the dynamics of these groups within California, and a commitment to support their success.

This Scope of Work requires the following core elements, which are described in detail under Deliverables:

- Coordination and Communications with Calbright Team
- Assessment and Strategy
- Legislative Liaison
- Administrative Liaison

2.1 Deliverables

This RFP outlines four key deliverables:

Coordination and Communications with Calbright Team

- **General Communication** The successful bidder shall coordinate communications with Calbright during the entire contract period, including providing timely and accurate communication and coordination with Calbright staff and other policy, administrative, and advisory groups, attending and providing debriefings of required meetings alongside or on behalf of Calbright representatives.
- **Orientation Meeting** An orientation meeting will occur within the first two weeks of the commencement of this contract. All key personnel of the prime Contractor and any subcontractor(s) including the management team (Project Manager, Fiscal Manager, Partner/Senior Associate, and any other key

personnel identified in the Management Plan section), task leaders, and significant subcontractors will meet in person with Calbright representatives at a location of Calbright's determination. Calbright reserves the right to replace the orientation meeting with a video conference. During the orientation meeting, the successful bidder will review the detailed narrative schedule, timeline, and staffing regarding the proposed method(s) for implementation of the contract as contained in the bidder's proposal.

- **Annual Planning Meeting** An Annual Planning meeting with Calbright representatives will occur no later than December 1st to confirm the procedures and timeline for implementing subsequent year activities.
- **Ongoing Update Meetings** A monthly cadence of ongoing update meetings will be established to ensure the Calbright Government Relations and Policy team is appropriately informed of state issues and the firm's activities on behalf of the College.
- **Quarterly Written Progress Reports** The firm must submit quarterly written progress reports, structured according to this RFP's four key deliverables.
- **Ad Hoc Briefings** Provide direct briefings to the Calbright Executive Team and/or Board of Trustees as requested.

Assessment and Strategy

- **Landscape Scan** Provide analysis of current degree and depth of understanding of Calbright mission, network, and impact on the state level and in state policy circles.
- **Quarterly Objectives and Key Results (OKRs)** Develop state relations goals, strategies, objectives, tactics, and key results with Calbright staff. After the initial audit of existing profile, research, and network (to be performed immediately upon contract start date as the Landscape Scan), the chosen partner will deliver first draft OKRs.
- **Comprehensive Plan for Deliverables** Develop implementation plan which includes schedule and activities tied to Landscape Scan, OKRs, and the Calbright College Strategic Vision. Includes initial year as well as future mapping.

Legislative Liaison

- Establish an informed level of communication and involvement with the members of the California Legislature, particularly those serving on

applicable education, labor, workforce economic development and finance committees to raise awareness of Calbright's mission, Strategic Vision, impact, and state relevance.

- Identify and analyze relevant legislation, proposals, competitive grants, appropriations, and draft amendments, as necessary, through active participation in the Legislative process.
- Provide technical assistance including competitive grants addressing higher education, workforce and economic development efforts across state government.
- Monitor and provide monthly updates on applicable legislation, policy, and appropriations, including proposals or initiatives which are not legislative but affect higher education and workforce economic development.
- Provide quarterly updates on pertinent action from the State Budget process
- Coordinate communications between Calbright and Members of the California Legislature including scheduling briefings, in person meetings with Members and/or staff, conference and video calls, and webinars as needed by Calbright leadership.
- Work directly with Calbright representatives to respond in a timely manner to inquiries from Legislative offices on Calbright-related matters or requests for information or assistance.

Administrative Liaison

- Establish an informed level of communication and involvement with key administration leadership to raise awareness of Calbright's mission, Strategic Vision, impact, and statewide relevance.
- Provide monthly updates and analysis on pertinent action and guidance from state agencies relating to higher education and workforce economic development issues.
- Engage programs and personnel of the state agencies involved in higher education and workforce economic development to ensure meaningful participation by Calbright in the development and interpretation of policies and regulations, and to identify appropriate solutions to problems as they occur.
- Work with state agencies to understand and provide guidance around requirements for participation in state program and funding opportunities. Monitor related issues and provide ongoing support and compliance guidance to Calbright leadership.
- Coordinate communications between Calbright and representatives of

the state agencies, as needed.

- Monitor stakeholder events, networking opportunities and conferences as they pertain to higher education, labor, and workforce economic development that would benefit Calbright representatives to attend.

3. EVALUATION CRITERIA AND SCORING

Calbright will evaluate based on the following criteria.

3.1 Minimum Qualifications

The Proposer shall have at a minimum ten (10) years of experience in California state government relations in higher education, workforce economic development with a particular focus in labor and industry, adult learners, and economic opportunity/outcomes for underrepresented populations.

As a registered lobbyist with the California Secretary of State, the consultant will be bound by the Political Reform Act and the regulations of the Fair Political Practices Commission, including compliance with lobbying reporting requirements by filing disclosure reports on behalf of the college.

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation.

3.2 RFP Evaluation Criteria Scoring Standards

Selection of an individual and/or a firm will be based on demonstrated competence and on the professional qualifications necessary to meet Calbright College's needs to perform the services as described in this RFP. After an initial screening of proposals, the College may conduct interviews with one or more candidates. The awarding of a contract is at the sole discretion of the College. Calbright intends to utilize the following criteria in evaluating responses to this RFP but the College reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

Responsiveness and Quality of the Proposal. The College will consider the overall responsiveness and quality of the proposal, clearly stating the understanding of the purpose, scope and objectives of the program and demonstrating a practical approach and work plan and matching resources to achieve these objectives.

Expertise and Qualifications. The College will consider the overall technical expertise and qualifications of the organization, including the organization's areas of expertise, proven track record of success, principals and staff including depth and availability of staff and resources to meet anticipated requirements. The College will be looking

specifically for expertise and qualifications related to both higher education and workforce economic development, particularly experience with labor and industry, adult learners, and economic opportunity/outcomes for underrepresented populations.

Management Plan. The College will consider all the roles including responsibilities and expertise of the team, staff and subcontracted partners, that will contribute to the scope of work. Depth of Proposer’s understanding of Calbright’s requirements as set forth in the Scope of Work, and within this RFP; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services proposed; methods or processes used for data retention and confidentiality.

Ability to Meet or Exceed Work and Technical Requirements. The College is seeking individuals and/or organizations with resources dedicated to growing Calbright’s state footprint as well as facilitating and updating an ongoing engagement strategy. This work will require relatively rapid development and parallel processes with California-based in-house Government Relations and Policy staff to reach business goals and timelines.

Budget. Cost proposals shall be submitted separately from the RFP response. Cost proposal format shall include monthly and total annual cost, see Attachment G “Cost Form”. The College will consider budget proposals for this scope of work, including preferred design of business partnership which indicate, at the least, the minimum monthly rate that would allow for engagement with the College to complete this work.

3.3 RFP Scoring

Scoring	
Responsiveness and Quality of the Proposal	10
Expertise and Qualifications	30
Management Plan	25
Ability to Meet or Exceed Work and Technical Requirements	15
Budget	20

4. Proposal Format and Requirements

Proposals shall not include any unnecessarily elaborate graphics, art work or promotional materials. Lengthy narratives are discouraged. The proposal should be brief and concise. Appendices should provide information directly relevant to the needs of the solicitation and not consist of the Proposer's general marketing materials.

Proposals must be submitted in PDF format in 12 point Arial or Calibri font, excepting embedded features and/or attachments such as infographics which may necessitate alternate visuals. All pages must be sequentially numbered.

4.1 Proposal Format

We invite you to provide your vision for collaboration that will result in a consistently innovative, comprehensive, nuanced, and agile state government relations strategy that reflects Calbright's commitment to equity. Please be specific in your approach, including what expertise you can provide related to the opportunity presented and the way(s) in which you plan to carry out your proposal.

Table of Contents, Cover Letter and Executive Summary

In this section (maximum 5 pages), include the following:

- a. Table of Contents: Provide a table of contents as the first page of the proposal which itemizes the Proposer's submission.
- b. Cover Letter: Provide a cover letter, signed by the proposing firm's authorized representative, that provides an overview of the Proposer's general expertise, experience, and approach to performing the Scope of Services described in this RFP. Include contact information in the event questions arise regarding the proposal.
- c. Executive Summary: Provide a summary of the proposed approach to the topics identified in Scope of Services, the strengths of the proposed project team, and why your firm should be selected.

Company Background Information

In this section (maximum 2 pages), include the following:

- a. Legal name, addresses, telephone numbers of the principal office (state headquarters) and local office. Include the same information if services will be provided from additional locations.
- b. Year established and company history.

- c. Business entity status (i.e., partnership, corporation, LLC).
- d. Indicate if Proposer has defaulted in its performance on an agreement during the past five (5) years which has led the other party to terminate the agreement and, if so, the identity of the parties involved and the circumstances of the default or termination.
- e. Provide a response to the following:
 - i. Explain the nature of any pending litigation, liens or claims involving your organization.
 - ii. Has your company filed for bankruptcy in the last ten (10) years?

Expertise and Qualifications

In this section (maximum 10 pages), include the following:

- a. Describe the firm's qualifications and experience working on similar, relevant, or related projects that were completed, as outlined in Scope of Services. Please provide a demonstration — 2 or 3 examples of previous projects, proposals or campaigns — of your organization's capabilities, where you have:
 - Designed and executed effective strategic outreach initiatives in Legislative and Administrative contexts;
 - Provided advisory services for the in-house government relations team of a public agency, non-profit organization, or other complex organization (political campaign, foundation, large organization);
 - Helped develop and mature state government relations activities for a startup technology company, or public sector organization;
 - Identified and successfully targeted policy opportunities at the intersection of higher education and workforce economic development;
 - Demonstrated consideration for underrepresented populations, and demonstrated focus on diversity, equity, and inclusion.
- b. Please include the firm's equity statement.
- c. Describe how the firm (or firms if submitting a jointly prepared proposal) is organized to provide the required services as outlined in Scope of Services.
- d. If utilizing any subconsultants and/or subcontractors, describe their qualifications working on similar, relevant, or related projects that were completed, as outlined in Scope of Services.
- e. Provide a list of all services your firm has performed for Calbright, if any, in the past three (3) years, including a description of the services, date of engagement(s),

members of the proposed team that performed the services. Indicate if your firm served as the prime or as a subconsultant.

Project Team Qualifications and Experience

In this section (maximum 15 pages plus maximum of two resume pages for each key staff), provide the following:

- a. Indicate the names, qualifications, certifications, and experience of personnel, subconsultants, and subcontractors who will perform the services as described in Scope of Services. In addition, the proposal must associate specific staff to work tasks and estimate the percentage of time they will be available to the project.
- b. For each individual or subconsultant/subcontractor, list relevant technical expertise and experience in providing similar services and completing projects of comparable magnitude. Describe the project manager's capability to manage a project of this scope and magnitude and to manage sub-consultant(s).
- c. Provide a project team organizational chart indicating the primary role and responsibility of each team member.
- d. Provide resumes for each identified key individual, including both Proposer and subconsultant personnel, if any. Resumes should include descriptions of key qualifications and experience which make the individual suited to the proposed assignment. Include resumes as a separate attachment.

Management Plan

In this section (maximum 10 pages), provide the following:

- a. Management Plan: Describe how the project team will fulfill the proposed Scope of Services. Include a detailed preliminary project schedule. Provide a matrix of personnel, tasks, and an estimated effort in hours.
- b. *This could consist of the Coordination and Communications section, Assessment and Strategy, Legislative Liaison and Admin Liaison, if applicable.*

Ability to Meet and Exceed Work and Technical Requirements

In this section (maximum 10 pages), provide the following:

- a. Technical Approach: Describe your approach to completing Scope of Services. Identify deliverables and key decision points. Provide comments regarding the

proposed Scope of Services. This may be used as an opportunity to expand upon your team's specific experience and expertise, and to outline any changes you believe would be helpful in achieving the project's goals and objectives.

b. Quarterly Written Progress Reports: The proposal must include a process for providing quarterly written progress reports to Calbright, based on contract scope of work. The proposal must ensure that at a minimum, each quarterly progress report will include:

- Goals, activities, and associated deliverables for prior and following months, including:
 - Status
 - Analysis of anticipated outcomes and/or challenges

Client References

In this section (maximum 5 pages), provide the following:

a. Submit three (3) Client References that provide former clients and representative projects undertaken in the last five (5) years which demonstrate experience relevant to this RFP.

b. For each project, provide a project description, project costs, dates of engagement, project owner, and member(s) of the proposed team for this RFP that participated in the project, including any subconsultants that worked on the project.

c. For each reference, provide the name of the agency/firm, contact person's name, title, address, phone number, and email address. Please ensure that the contact information is accurate for each reference.

General Attachments

A qualified individual from the firm must execute the RFP 23-001 State Government Relations Services Certification (Attachment C) and Non-Collusion Affidavit (Attachment D), contained herein. Executed copies of each certification are **required** and must be attached as a separate document from the proposal. Failure to provide either of these certifications may cause the proposal to be considered non-responsive to the RFP requirements.

The Drug-Free Workplace Certification (Attachment E) is **optional**. If the firm intends to certify compliance with Attachment E, an executed copy may be attached as a separate document from the proposal. Failure to include Attachment E will have no effect on the responsiveness or scoring of the proposal.

Cost File

As set forth in Section 3.2 above, cost proposals shall be submitted separately from the RFP response, in a format including the monthly and total annual cost. (See Attachment F – Cost Form.)

CALBRIGHT COLLEGE

Attachment A

General Conditions

1. COLLEGE RIGHTS AND LIMITATIONS. Calbright College reserves the right to contract with any entity responding to this RFP. This RFP is neither a formal request for bids, nor an offer by the College to contract with any party responding to this RFP. This RFP does not commit the College to select any firm and the College makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of Calbright College to award a contract for the services or no contract at all. The award of the contract(s) is subject to approval of the College's Board of Trustees.

Calbright College shall not be liable for any costs incurred in preparing and submitting responses to this RFP. In no event will the College reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFP.

The College, in its sole discretion, reserves the right to: (i) Accept or reject any and all submittals, or any portion or combination thereof; (ii) Contract with any entity responding to this RFP in whatever manner the College decides; and/or (iii) Waive any non-substantive irregularity, not affected by law, as the interests of the College may require.

The respondent's submission, and any other supporting materials submitted to the College in response to this RFP will not be returned and will become the property of the College unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. The College will have no liability to the respondent or other party as a result of any public disclosure of any proposal.

The College reserves the right to add additional firms for consideration after receipt of submissions in response to this RFP if it is found to be in the best interest of the College. All decisions concerning firm selection will be made in the best interests of the College.

2. FULL OPPORTUNITY. The College hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE") and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical

condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

3. RESTRICTIONS ON LOBBYING. From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent or contractor representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the College's Board, Committee members or with any employee of the College except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a proposal.

4. MINIMUM INSURANCE REQUIREMENTS. The selected respondent shall maintain policies of insurance with an insurer(s) qualified to do business in the State of California and acceptable to the College. The awardee will be required to provide an insurance certificate and must meet all insurance requirements set forth in Section 4.6 of the sample contract included herein, including but not limited to naming the College as an additional insured. The College reserves the right to request that the awardee maintain additional policies of insurance, including but not limited to errors and omissions coverage.

5. PURCHASING AND CONTRACTS. The Chief Executive Officer/President is delegated the authority to purchase supplies, materials, equipment, and services as necessary to the efficient operation of the College. No such purchase shall exceed the amounts specified by California Public Contract Code §20651, as amended from time to time.

With the exception of contracts entered into by the Chief Executive Officer/President in amounts less than \$100,000, in accordance with the authority delegated to the Chief Executive Officer/President in Board Policy 6100, contracts are not enforceable obligations until they are ratified by the Board. *References: BP 6330, Education Code §§ 75003(d), 75005(d)(1) & (d)(4)(B), 81656, Public Contracts Code §20650, 20651, Government Code §53060*

6. MISCELLANEOUS.

- a) The proposal shall be signed by a duly authorized representative(s) of the proposer and include the full name and address of the proposing firm or entity.

- b)** The proposals must set forth accurate and complete information as required in this RFP and must include all required attachments, as set forth in the RFP.
- c)** Submission of a proposal constitutes agreement by the proposer to each and all of the terms, conditions, provisions and requirements set forth and contemplated in this RFP and any attached documents.
- d)** The successful proposer will be expected to adhere to all College policies, procedures and regulations.
- e)** The proposal submitted by the interested individual shall be irrevocable for a period of sixty (60) days from the official closing date for the receipt of proposals.
- f)** The contents of the proposal of the successful proposer will become contractual obligations. Failure of the successful proposer to accept those obligations in a subsequent contractual agreement may result in cancellation of the award.
- g)** Any contract resulting from this RFP is subject to appropriation of funds by the College's Board of Trustees for each fiscal year of service.
- h)** The successful respondent, if any, will be required to execute a contract with the College in a form substantially similar to the form of contract included herein.
- i)** Respondent shall certify that no official or employee of the College, nor any business entity in which an official of the College has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the College.

7. DEBRIEFINGS AND PROTESTS. Debriefings are available by request for unsuccessful respondents. Any protest must be received within five (5) calendar days of the bid opening, in writing, containing all facts of the protest, to:

Calbright College

Attn: Michael Gladish, CPPB

business@calbright.org

Failure to comply with protest procedures will result in rejection and waiver of right to further protest.

CALBRIGHT COLLEGE
Attachment B
Sample Contract

The successful proposer will be required to execute a contract with the College in a form substantially similar to the form attached in PlanetBids "Sample Contract Form".

**CALBRIGHT COLLEGE
Attachment C**

RFP 23-001 State Government Relations Services Certification

I certify that I have read the attached **Request for Proposals 23-001 State Government Relations Services**, and the instructions for providing a response. I understand that documents I submit in response to this request may be subject to disclosure under the California Public Records Act. (Gov. Code, §§ 6250, et seq.) I further certify that I am authorized to commit the firm to the qualifications submitted.

Signature: _____

Typed or Printed Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Date: _____

If responding as a corporation, please provide your corporate seal below:

All materials submitted in response to this Request for Proposals shall become the property of Calbright College.

CALBRIGHT COLLEGE
Attachment D
Non-Collusion Affidavit, Public Bid Code § 7106

STATE OF CALIFORNIA)

COUNTY OF) ss.
)

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PROPER NAME OF CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____

by _____ who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(PLACE NOTARY SEAL HERE)

Signature, Notary Public

My Commission Expires: _____

CALBRIGHT COLLEGE
Attachment E
Drug-Free Workplace Certification

I, _____, am the _____
(Print Name) (Title)

of _____. I declare, state and certify to all of the following:

(Supplier Name)

I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Supplier that a drug free workplace will be provided by Supplier by doing all of the following:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Supplier's workplace and specifying actions which will be taken against employees for violation of the prohibition; establishing a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) Supplier's policy of maintaining a drug-free workplace;
- (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Supplier in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Supplier agrees to fulfill and discharge all of Supplier's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract

be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Supplier and I understand that if the District determines that Supplier has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Supplier and I further understand that, should Supplier violate the terms of the Drug-Free Workplace Act of 1990, Supplier may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

Supplier and I acknowledge that Supplier and I are aware of the provisions of the California Government Code §§8350, et seq. and hereby certify that Supplier and I will adhere to, fulfill, satisfy and discharge all provisions and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20____.

_____ (City and State)

_____ (Signature)

_____ (Printed Name)

CALBRIGHT COLLEGE
Attachment F
Cost Form

Initial Term (March 15, 2023 – March 14, 2024)	
Monthly Fee	Total Annual Cost
Option Year 1 (March 15, 2024 – March 14, 2025)	
Monthly Fee	Total Annual Cost
Option Year 2 (March 15, 2025 – March 14, 2026)	
Monthly Fee	Total Annual Cost
Option Year 3 (March 15, 2026 – March 14, 2027)	
Monthly Fee	Total Annual Cost
Option Year 4 (March 15, 2027 – March 14, 2028)	
Monthly Fee	Total Annual Cost

Proposer shall submit pricing for all the work described in the Scope of Services section. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each year of service.

Unit prices will prevail regardless of extensions submitted by the Proposer.

All proposers must complete proposal forms as provided, failure to do so will deem the proposal non-responsive.

Proposer accepts responsibility for accuracy and presentation of the numbers included in the cost/price form.

Cost proposals shall be submitted separately from the RFP response.