



Technology Temporary Staffing Services

RFP 23-003

Release Date: May 1, 2023

Filing Deadline: No later than **5:00 PM PDT, May 26, 2023**

Filing Method: File proposals electronically through the Calbright College's PlanetBids Bid Portal. The link to the Bid Portal may be found at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=40988>

Contact: Calbright College
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1. Background

Calbright, the California Online Community College (“Calbright College” or “College”) is part of the California Community Colleges system (Education Code section 75000-75012) and is California’s 115th community college. 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, and 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

2. Request for Proposals

Calbright College is requesting proposals from responsive, responsible, and qualified firms (“Proposers” or “Proposer”) for providing temporary technology staffing services to support the technical operations of Calbright's Product, Engineering and IT team. Respondents to this RFP shall submit responses electronically in PDF format via the PlanetBids Bid Opportunities portal. Respondent is responsible for confirming all required documents are submitted and uploaded correctly (e.g. file is not corrupt or damaged). If Calbright is unable to open an attachment because it is damaged, corrupt, infected, etc. it may disqualify Proposer’s submission. Should you have any issues submitting documents, please contact PlanetBids at 818-992-1771. 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 received by 5:00 PM PDT, May 26, 2023

2.1. Pre-Proposal Meeting (if applicable)

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

2.2. Tentative Timeline - Calendar of Events

Event	Date
RFP Posted	May 1, 2023
Pre-Proposal Meeting	Not Applicable
Requests for Clarification due	May 10, 2023 5:00 PM PDT
RFP Responses due	May 26, 2023, 5:00 PM PDT
Interviews [90 min.] (if applicable)	Week of June 12, 2023
Tentative Board Approval	July 25, 2023

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

2.3. 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) online. All requests must provide a sufficient amount of information, such that Calbright can craft an appropriate response, based upon the contents of a request.

All questions properly submitted will be answered in writing through PlanetBids. To ensure a response, questions must be received through PlanetBids by **5:00 p.m. local time (PDT) on May 10, 2023.**

Calbright responses will be provided in writing to all prospective Proposers via Calbright's online bid portal on PlanetBids Q&A tab.

2.4. 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. 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. 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 these dates 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 procurement process.

2.5. Addenda

Calbright reserves the right to amend the 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 the PlanetBids Opportunities Portal.

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.

2.6. Proposal Due Date

Proposals must be submitted electronically on or before **5:00 pm PDT, May 26, 2023**. Proposals submitted by hand, any postal carrier, fax or email will not be accepted. Proposals received after the due date will be disqualified.

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.

2.7. Proposed Contract Term

The initial term is anticipated to be from **August 1, 2023** to **July 31, 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.

2.8. Debriefings

See Attachment A General Conditions.

2.9. Protests

See Attachment A General Conditions.

3. Scope Of Services/Work

- A. **Desired Services:** Calbright is seeking proposals for on-call, as-needed, temporary technology staffing services to perform work in support of Calbright programs, projects, and services. Calbright contemplates awarding contracts to multiple proposers for these services and reserves the right, at its sole discretion, to allocate the amount of work given to each successful proposer so as to most efficiently and economically satisfy Calbright's needs. The anticipated contract term for each agreement is one (1) year, with four (4) optional one-year extensions.

- B. **No Guarantee:** Calbright makes no commitment or guarantee as to the number of personnel, minimum/maximum hours that will be requested, or number of assignments that will be available for successful proposers. The information provided in this RFP is for proposal purposes only and the services to be performed will be dictated by Calbright's actual needs. Temporary staffing services are not intended to replace Calbright's standard hiring practices.

- C. **Sample Staffing Needs:** The following positions are illustrative of the staffing services ("Sample Staffing Needs"), including minimum experience levels and specific qualifications which Calbright anticipates requesting successful proposers to provide. Additional staffing services may be requested by Calbright as needed.
 - i. **Junior Product Manager:** Must have a minimum of two (2) years providing services in product requirements gathering and documentation of user stories. Examples of at least two (2) prior successful similar assignments must be provided.

 - ii. **Data Architect:** Must have a minimum of seven (7) years providing services in data modeling and database design using RDBMS and NoSQL technologies. Examples of at least three (3) prior successful similar assignments must be provided.

 - iii. **Full Stack Developer:** Must have a minimum of five (5) years providing services in front-end and backend development using technologies such as ReactJS/Redux, Python, API development using AWS API Gateway. Examples of at least three (3) prior successful similar assignments must be provided.

- iv. DevOps Engineer: Must have a minimum of five (5) years providing services in design and setup of Jenkins CI/CD pipelines, design and development of AWS infrastructure, environments and automated builds and deployment using an IaaS solution like Terraform. Examples of at least three (3) prior successful similar assignments must be provided.
 - v. Salesforce Developer: Must have a minimum of five (5) years providing services in Salesforce application design and development using Apex, SOQL, Java, Javascript and Salesforce integration with third party systems using APIs. Examples of at least three (3) prior successful similar assignments must be provided.
 - vi. Frontend Engineer: Must have a minimum of four (4) years providing services in web application design and development using ReactJS/Redux, HTML, CSS, JSON, ReST API integration, and CMS integration. Examples of at least three (3) prior successful similar assignments must be provided.
 - vii. Project Manager: Must have a minimum of five (5) years providing services in managing projects using Agile project management methodologies and tools such as Asana/JIRA. Examples of at least three (3) prior successful similar assignments must be provided.
 - viii. Technical Architect: Must have a minimum of seven (7) years providing services in hands-on technical leadership designing and developing architectural solutions for business requirements and use cases/user stories. Good facility with leading software engineers and experience with tools like LucidChart/Visio as well as hands on programming with Python, Javascript, ReactJS and developing AWS architecture, managing projects using Agile project management methodologies, and tools such as Asana/JIRA. Examples of at least three (3) prior successful similar assignments must be provided.
- D. Procedure for Requesting Temporary Staff
- i. To initiate each assignment, Calbright will submit a "Request for Temporary Staff" to the selected firms. It is Calbright's intention to provide at least five (5) business days' notice of a Request for Temporary Staff. On rare occasions, the staffing firm may be asked to fill positions on the same day, or by the next day (which may include weekends and holidays). The Request for Temporary Staff will include the skills set and experience needed by Calbright, a brief description of services needed, the desired start date, the estimated length of the assignment, the name

and title of the Calbright representative serving as the contact person, hours of work, any additional forms or agreements that will be needed from the staffing firm or its candidate(s), and the reporting location.

- ii. When a Request for Temporary Staff is received, the staffing firm will provide the name, a current resume, the results of any skills assessment testing conducted to confirm skill proficiency (if requested), and hourly rate to be charged to Calbright for said temporary staff.
- iii. Calbright shall review all resumes provided by the staffing firm and select the best-suited candidate based on a combination of the quality of the candidate (relevant skills, experience, and work history) and cost.
- iv. Calbright reserves the right to interview recommended candidates by telephone, video conferencing (e.g., Zoom, Microsoft Teams, etc.) or in-person to select an individual candidate best suited for the assignment. The staffing firm is required to coordinate candidate interviews at times and locations that are convenient to Calbright.

E. Pre-Screening of Temporary Staff

- i. All temporary staff presented to Calbright for assignments shall have the education, work experience, and/or technical skills required in the Request for Temporary Staff. At the staffing firm's sole cost and expense, all temporary staff assigned to provide services to Calbright shall be screened and evaluated by the staffing firm prior to commencing services. The screening process shall include a thorough background check of the candidates, including but not limited to, verification of the following:
 - a. Name and any aliases
 - b. Employment within the last five (5) years, including reference checks
 - c. Education level and certifications
 - d. Verification of Eligibility for Employment in the United States
 - e. Fingerprinting/Live Scan for a criminal record check over the last five (5) years, including records, background checks out of the State of California, if applicable. Convictions relating to fraud, cyber crimes, child abuse, and possession and sale of controlled substances are disqualifying.
- ii. Staffing firms shall adhere to federal, state, and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures, and releases. If staffing firms use an outside company to conduct background checks, staffing firms shall only

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- use registered, licensed investigators. Staffing firms shall provide Calbright with letters of attestation confirming the completion of background checks for temporary staff candidates.
- iii. Staffing firms shall be responsible for communicating its safety practices to Calbright and to its temporary staff.
- F. Hours of Work: Calbright's standard office hours are 9:00 AM to 5:00 PM, Monday through Friday, however, at any time temporary positions may work off hours and/or weekends/holidays if needed operationally. The working hours for each temporary assignment may vary depending on business requirements, therefore this information will be provided by Calbright when the Request for Temporary Staff is made.
- G. Replacement: If Calbright determines that a temporary staff member is not suited for the assignment for which they were selected, for any reason, Calbright will notify the staffing firm and the firm will have an opportunity to provide a replacement candidate. The staffing firm will provide recommendations for a replacement candidate within 24 to 48 hours of receiving notice from Calbright, or as needed due to urgency. Calbright will not pay for temporary staff services if the quality of work performed does not meet the reasonable expectations of Calbright.
- H. Invoices and Payment Procedures
- i. Staffing firms shall provide invoices that shall be designed to accurately reflect actual hours worked per week by each temporary staff. A Calbright representative shall approve and sign all invoices provided by the staffing firm for each temporary staff.
 - ii. Calbright shall pay only for actual time worked. Straight time will be paid for the first forty (40) hours worked in a particular work-week. Overtime beyond forty (40) hours in a work-week will be paid at time and one-half rate. All overtime shall be approved in advance by the Calbright representative.
 - iii. Staffing firms shall submit itemized invoices for payment directly to the Calbright representative. The invoice shall indicate the full name of the temporary staff, the agreed-upon hourly rate paid for the services, and the subsequent total bill hourly rate for each assignment. Staffing firms shall provide any and all benefits required by law to all temporary staff. Temporary staff shall remain the employee of the staffing firm and shall not receive or be eligible for any benefits from Calbright.

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- iv. Staffing firms shall maintain all necessary and required federal, state, and local reports and records, and shall make all payroll deductions and payments with regard to social security, workers' compensation, unemployment insurance, federal payroll, and withholding taxes.
 - i. Staffing firms shall comply with the California Healthy Workplaces, Healthy Families Act of 2014 ("the Act") and provide a minimum of twenty-four (24) hours of paid sick leave to temporary staff, and show sick leave accrual on pay stubs or wage statements. Staffing firms will cover the cost of the Paid Sick Leave for temporary staff that have worked on a Calbright assignment.
 - ii. The staffing firm is solely and exclusively liable for all compensation due to the temporary staff, whether at straight or overtime rates, in accordance with the requirements of the Fair Labor Standards Act or other applicable laws.
 - iii. Staffing firms shall comply with all applicable federal, state, and local laws, whether or not those laws are expressly stated in this proposal. Said laws include but are not limited to AB 1882 (Sexual Harassment training) and California's Fair Chance Act.
- I. Compliance with Applicable Policies, Rules, and Regulations. All temporary staff shall comply with Calbright's Acceptable Use Policy for Calbright-issued Electronic Device), Board Policy 5040, and Administrative Policy 5040.
- J. Equipment and Materials: Because of Calbright's operational needs and statutory requirements, including but not limited to security and privacy concerns, temporary staff will be issued electronic devices (laptops) to be used for the provision of services. Staffing firms are required to ensure that temporary staff have all other needed equipment and materials to provide services under this proposal. Upon completion of any engagement for any reason, all electronic devices issued to temporary staff will be returned to Calbright. Calbright personnel will coordinate the return of the devices at that time.
- K. Staffing Services Support. Staffing firms must provide at least one account manager/primary contact person ("Primary Contact Person") to provide staffing services support to Calbright. The Primary Contact Person will be responsible for communicating with Calbright regarding the placement of temporary staff and the following items:
- i. The performance management of temporary staff, including

coaching and performance feedback while the temporary staff is on an assignment.

- L. **Work-Related Injuries/Illnesses.** All work-related injuries/illnesses shall be covered by the staffing firm under its Worker's Compensation Insurance Program for all temporary staff. Reporting and record keeping shall be the responsibility of the staffing firm.
- M. **Temp/Temp-to-Hire Conversions.** In the event a temporary staff person is offered a permanent position with Calbright, it is desired that the staffing firm waive any fees if the employee has worked a total of 800 hours for Calbright under the agreement.
- N. **Indemnification.** Staffing firms shall to the fullest extent permitted by law indemnify and hold Calbright College, its Board, officials and employees, for any claims arising out of or directly related to this agreement alleging an employee-employer relationship between temporary staff and Calbright.

4. Evaluation Criteria And Scoring

The award of an agreement pursuant to this RFP will be determined by factors other than price/cost alone. Calbright's sole purpose in this procurement process is to determine from among the Proposers which proposal is suited to meet the College's needs. Any final score or evaluation does not imply that one proposal is superior to another, it simply reflects our judgment regarding the proposal that offers the best overall response to our current needs. Calbright will evaluate proposals based on the qualifications and criteria listed below.

4.1. Minimum Qualifications

Firm(s) must be an employment staffing firm authorized to operate and provide services in California. The Firm must have been in business for at least five (5) years in the staffing industry, with a minimum of three (3) years of experience providing similar services to public agencies in California. Only proposals that meet the minimum qualifications will be reviewed by the Evaluation Committee.

4.2. 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. Calbright intends to utilize the following criteria in evaluating responses to this RFP but the College reserves the right to make modifications to the evaluation criteria scoring, weight and/or priority prior to the evaluation of responses.

Expertise and Qualifications

Proposed Staffing, Implementation and Review Approach: Provide a narrative illustrating the approach/methods used by the firm including but not limited to: select candidates, conduct quality assurance checks, and administrative approach. Provide a detailed resume for proposed candidates for each position in the Sample Staffing Needs (Section 3C) that identifies their qualifications, the number of years worked by the candidates for the firm, and specific assignments.

Cost Proposal

Provide hourly rates for positions listed in Sample Staffing Needs and any other pertinent cost information.

Cost proposals shall be submitted as a separate attachment (“Cost File”) and not included in the RFP response. Cost proposal format shall include a base rate, marked up rate and the sum of those two as the total rate for each of the illustrative positions in 3(C). The total rate column shall also show a grand total which is the sum of the total rate column, see attached “Cost Form”. Cost proposal should also provide information relating to temp-to-hire fees, including threshold hours billed for a no cost temp-to-hire conversion in the “Cost Form” (Attachment D).

4.3. RFP Scoring

Scoring	
Responsiveness, Quality, and Completeness of the Proposal	5 points
Company Profile	10 points
Expertise and Qualifications	25 points
Proposed Staffing, Implementation and Review Approach	25 points
Hours billed for no cost Temp-to-hire Conversion	10 points
Cost Proposal	25 points

The Evaluation Committee will evaluate the proposals and score the proposals to identify the highest-rated proposal(s). The Evaluation Committee will make a final recommendation to the Board of Trustees to award a contract. The Evaluation Committee may recommend a proposer that is not the highest rated and provide justification for the recommendation to the Board of Trustees.

5. Proposal Format and Requirements

Proposals shall not include any unnecessarily elaborate graphics, artwork 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.

5.1. Proposal Format

Table of Contents, Cover Letter and Executive Summary

In this section (maximum four (4) 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 that provides an overview of the Proposer's general expertise, experience, and approach to performing the Scope of Services described in this RFP. The cover letter must be signed by a representative fully authorized to bind the firm or entity to the terms and conditions herein, and 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 Profile

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

- A. Legal entity name, addresses, telephone numbers of the principal office (national 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:

- a. Explain the nature of any pending litigation, liens or claims naming your organization as a party.
- b. Has your company filed for bankruptcy in the last ten (10) years?

Expertise and Qualifications

In this section (maximum five (5) pages), provide a written response to the following:

Describe specifically your company's expertise and qualifications in providing services listed in the Scope of work similar in scope, magnitude, and complexity. This should include references from past and current projects (including with Calbright, if applicable). This should also include relevant past performance from the proposed team, including proposed Prime and its Sub-consultants.

Proposed Staffing, Implementation and Review Approach

In this section (maximum five (5) pages), provide a written response to the following:

Describe processes and best practices that your company employs in providing services required by Calbright as described in Scope Of Services/Work. Describe how you source, interview, and select candidates to determine their skills and fit for a role before presenting the resume to the client. How do you remedy situations where a client expresses concerns for a contractor who may not be delivering at the required level. What regular touchpoints do you maintain with the client to ensure quality deliverables and expectations are being met. Provide a detailed list of key personnel in the proposed team, their titles and tasks to be assigned relative to the services to be assigned in Scope Of Services/Work. Describe your company's temp to hire conversion policy.

Temp-to-hire conversion policy/fee

Please state clearly, your proposed number of hours billed to Calbright before all fee is waived for a temp to hire conversion, should Calbright want to hire the contractor. Please refer to section 3(n) for Calbright's desired hours for a no cost temp to hire conversion.

Provide information response on **Temp-to-hire conversion policy/fee** in the table provided for the same in the Cost Form (Attachment D).

Cost

Provide hourly rates, markup and total cost response in the cost table provided for the same in the Cost Form (Attachment D).

Client References

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

- A. Submit five (5) Client References that provide former clients and representative projects undertaken in the last five (5) years which demonstrate experience relevant to this RFP, including minimum qualifications.
- 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 sub-consultants that worked on the project.
- C. For each reference, provide the name of the agency/firm, the contact person's name, title, address, phone number, and email address. Please ensure that the contact information is accurate for each reference.
- D. Client references will be contacted for highest ranking firms

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 for a public works project 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:

- A. Postpone, cancel, or issue a subsequent RFP.
- B. Reject any or all proposals.
- C. Issue addenda to amend, modify, add, or delete requirements of this RFP.
- D. Disqualify Proposers who are deemed non-responsive to the requirements of this RFP.
- E. Waive any non-substantive or immaterial informality or irregularity in a proposal not affected by law, as the interests of the College may require.
- F. Negotiate changes to proposal submissions.
- G. Award a contract for all services offered in a proposal or for any portion thereof.
- H. Use judgment on whether to respond to questions after the RFP question submittal deadline.
- I. Interview proposal references to clarify information provided.
- J. Request additional information, documents, or other clarification from a Proposer for further evaluation, if necessary.
- K. Approve or disapprove the use of proposed sub-consultants/subcontractors.
- L. Not award an agreement.
- M. Award an agreement to one or more Proposers.

- N. Negotiate, make changes, or terminate an award of an agreement due to budgetary changes or constraints.

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. Responses are subject to the California Public Records Act, Government Code §§ 6250 et seq. The College will have no liability to the respondent or other party because of any public disclosure of any RFP.

All decisions concerning firm selection will be made in accordance with the terms of this RFP and 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, Evaluation 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 Professional Services Agreement 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. Any exceptions to the insurance requirements contained in Section 4.6 shall be noted in the proposal.

5. **PURCHASING AND CONTRACTS; SAMPLE CONTRACT.** The Chief Executive Officer/President is delegated as the authority to purchase supplies, materials, equipment, and services as necessary to the efficient operation of the College. 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.

A sample contract/Professional Services Agreement is provided as Attachment B to this RFP and the terms and conditions of the contract are incorporated herein and made a part of these General Conditions. The proposal must identify provisions in the Sample Contract with which the Proposer takes exception or wishes to modify, specifying the specific language the Proposer wishes to change, and the specific language the Proposer wishes to replace said language with.

6. **DEBRIEFINGS.** Debriefings are available by request for unsuccessful Respondents.
7. **PROTESTS.** Proposers wishing to protest disqualification or the proposed award recommendation(s) must submit a written letter of protest to the Procurement Coordinator within five (5) calendar days of the Notice of Intent to Award, in writing, containing all facts of the protest, to:

Calbright College
Attn: Michael Gladish, CPPB
business@calbright.org

Any protest shall be limited to the following grounds:

- A. Calbright failed to include in the RFP a clear, precise description of the format for proposals and elements it shall contain, the standards to be used in screening and evaluating proposals, the timeline for this procurement process including the deadline for the submission of proposals; and/or

- B. Proposals were not evaluated and/or recommendation(s) for the award were not made in a manner consistent with the RFP.

All written protests shall be investigated by the Chief Financial Officer or designee who shall make a finding regarding any protest prior to the Board acting on any recommendation to award a contract. Failure to comply with protest procedures will result in rejection and waiver of right to further protest.

8. 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 the cancellation of the award.
- G. Any contract resulting from this RFP is subject to the appropriation of funds by the College's Board of Trustees for each fiscal year of service.
- H. 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.

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".

CALBRIGHT COLLEGE
Attachment C - Drug-Free Workplace Certification

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

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

(Proposer's 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 Proposer that a drug-free workplace will be provided by Proposer 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 Proposer'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:

- A. The dangers of drug abuse in the workplace;
- B. Proposer's policy of maintaining a drug-free workplace;
- C. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- D. 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 Proposer in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Proposer agrees to fulfill and discharge all of Proposer'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.

Temporary Technology Staffing Services

RFP No. 23-003

Proposer and I understand that if the College determines that Proposer 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. Proposer and I further understand that, should Proposer violate the terms of the Drug-Free Workplace Act of 1990, Proposer may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

Proposer and I acknowledge that Proposer and I are aware of the provisions of the California Government Code §§8350, et seq. and hereby certify that Proposer 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 D - Cost Form

S. No.	Position Title	Base Rate	Marked up Rate	Total Rate
1	Junior Product Manager			
2	Data Architect			
3	Full Stack Developer			
4	DevOps Engineer			
5	Salesforce Developer			
6	Frontend Developer			
7	Project Manager			
8	Technical Architect			
Grand Total (Sum of Total Rate column)				

Max billed hours for no cost Temp to Hire Conversion

Calbright proposed Max billed hours for \$0 buyout	Proposer's Max billed hours for \$0 buyout
800 hours	