



March 5, 2024

Re: Request for Proposal – Strategy Development and Project Management

The Kern Community College District on behalf of Kern Coalition, invites your company to submit a Proposal for Strategy Development and Project Management, for its college needs.

Key dates associated with this Request for Proposal include:

First week Advertisement of RFP	March 5, 2024
Second week Advertisement of RFP	March 12, 2024
Deadline for Proposer Questions	March 19, 2024, at 12:00 p.m.
RFP Submission Deadline	April 2, 2024, at 2:00 p.m.
Notice of Award	TBD
<i>Submitted to the Board of Trustees for Approval</i>	
Board Award Date	April 11, 2024

General Information and Specifications may be obtained at the Kern Community College District, Business Services website at <https://www.kccd.edu/business-services/rfps-bids.html> or interested bidders may register (*registration instructions attached*) at www.publicpurchase.com to obtain the RFP.

If your company is not interested in responding to this bid request, please complete the “No Bid” Response Form, located on page 24 of the attached Request for Proposal, and return the form via email to purchasing@kccd.edu.

If you have any questions relating to this Request for Proposal offering or would like an electronic copy of the Request for Proposal emailed to you, please contact the Purchasing & Contracts Department via email at purchasing@kccd.edu.

Best wishes,

Cammie Ehret-Stevens
Assistant Director, Purchasing & Contracts



Dear Vendor,

The Kern Community College District Purchasing Department uses an online bid management system called Public Purchase. In order to begin, or continue to, receive bid notifications as a current vendor you must register with this new system. If you would like to do business with our District please complete the registration process detailed below.

INSTRUCTIONS

1. Register with Public Purchase:

Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

If you are already registered with Public Purchase previously please proceed directly to step 2.

2. Register with Kern Community College District:

A. Once you have received your activation email from Public Purchase log into www.publicpurchase.com and accept the terms and conditions of use.

B. Then click on the link below to start your registration process with the Kern Community College District. Begin by selecting the NAICS Commodity Codes that relate to your business so you can receive email notifications of future bid opportunities.

<http://www.publicpurchase.com/gems/kccd.ca/buyer/public/home>

C. If, for any reason, the link below fails, you can follow the following procedure to complete the registration process:

Use the Public Purchase link in Step 1 and log in. Then click "Select Region," and "Select Agency." After selecting [Kern Community College District](#), click on the "Register with [Kern Community College District](#)" on the right hand side of the [Kern Community College District](#) logo.

It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the Kern Community College District. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

Why the switch?

Using this service will make the quoting process easier for us and our suppliers. The Public Purchase eProcurement System was designed exclusively for use by Government Agencies and their Vendors.

Benefits to Us

This eProcurement system is compliant with all Federal and State regulations, which determine the required procedures for Government Agency purchasing practices. This service will also create an up to date vendor

database, which will be hosted on Public Purchase's servers and will allow suppliers to easily update and change their information as needed.

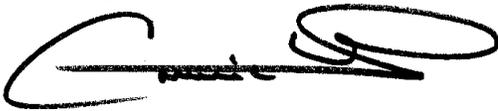
Benefits to You?

This eProcurement system will create a single location in which to view open Requests for Quotation and award information for previous RFQ's issued through the Public Purchase website. This system will also provide you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities. *All of this is provided at no charge to you.*

If you need any assistance with this process, please contact Public Purchase at support@publicpurchase.com. Or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

Thank you for participating in the Kern Community College District vendor registration process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cammie Ehret-Stevens', with a large, stylized flourish at the end.

Cammie Ehret-Stevens
Assistant Director, Purchasing & Contracts



REQUEST FOR PROPOSAL #DO240402

STRATEGY DEVELOPMENT AND PROJECT MANAGEMENT FOR KERN COMMUNITY COLLEGE DISTRICT obo KERN COALITION

PROPOSAL SUBMISSION DEADLINE

Proposals submitted by 2:00 p.m.
Date: April 2, 2024

Submit responses electronically through the Public Purchase website at www.publicpurchase.com.

Proposals must be received by the due date and time to be considered.

Delivered to: Kern Community College District
2100 Chester Avenue
Bakersfield, California 93301
Attention: Purchasing & Contracts

TABLE OF CONTENTS

1. General Information.....	3
2. Eligibility.....	5
3. Scope of Work.....	5
4. Proposal Details.....	8
5. Expected Timeline.....	14
6. Proposal Requirements.....	15
7. Scoring Matrix.....	17
8. Conditions to Award.....	18
9. Vendor Statement of Intent.....	19
10. Vendor Non-Collusion Affidavit.....	20
11. Certification of Nondiscrimination.....	21
12. Bidder Inquiry Form.....	22
13. “No Bid” Response Form.....	23

California (CA) Jobs First (formerly known as Community Economic Resilience Fund Program CERF) | Planning Phase II: Strategy Development

Request for Proposals (RFP): Strategy Development and Project Management

General Information

Purpose The Kern Community College District (“KCCD”, “Kern CCD”, “District”) on behalf of the Kern Coalition solicits proposals from qualified consultants or vendors specializing in community-based planning and economic development to support the development of an economic strategy as part of the CA Jobs First Planning Phase II. CA Jobs First has been designed in a three-phase grant structure with the intention of creating inclusive economic development plans and meaningful processes to engage diverse communities to support the growth of a community-led, climate forward economy. The outcome is to create an innovative economic development strategy to grow Kern’s economy and develop sustainable industries that create high-quality, broadly accessible jobs. Phase I planning efforts will inform regional investment opportunities during Phase II of the program.

In January 2024, the Kern Coalition submitted Part 1 of the Regional Plan as part of the CA Jobs First Planning phase. This study was completed by UC Merced Community and Labor Center. Based on the information gathered as part of Planning Phase I (Research), the intent of the Regional Plan Part II is to develop an inclusive economic development strategy to diversify the local economy, develop sustainable industries that create high-quality jobs and ensure all residents have pathways to access them, giving special attention to historically excluded communities.

This RFP seeks support from a qualified vendors to lead the strategy development and project management as part of the Regional Plan Part II development (Phase II), experience of economic development, knowledge of Kern County, and an understanding of equity in relation to underserved, low-income populations and disinvested communities (SB 535). The selected vendors will also lead the development of a revised Regional Plan Part I that incorporates community and stakeholder feedback and integrates additional regional economic research documents, in consultation with the Kern Coalition.

Phase II's success hinges on the strategy development and project management vendor's capability to create a collaborative process among key stakeholders and facilitate shared decision-making. This process should support economic diversification, sustainability, and equity. The vendors will develop a comprehensive outreach and community engagement plan in addition to the final strategy for the region (Regional Plan Part II).

Consistent with Phase I, the Implementation Phase II divides Kern County into five (5) subregions: East, West, North, South, and Central Kern¹. Through the sub-regional partners and Kern Jobs First Collaborative (KJFC) Governance Council, projects addressing CA Jobs First objectives of equity, sustainability, job quality, economic competitiveness, and economic

¹ Insert Map

resilience will be developed. These projects will be recommended for implementation as part of CA Jobs First Implementation Phase.



Background Community Economic Resilience Fund (renamed Regional Investment Initiative), authorized in Senate Bill 162, and amended in Assembly Bill 2342, is an equity-centric, nontraditional approach to a post-pandemic economic recovery that leads to quality jobs and family-sustaining careers.

In the Summer of 2022, the Kern Coalition, consisting of five (5) local organizations, joined forces to lead an effort in bringing tens of millions of state dollars, and hopefully, even more in private investment into Kern communities to create a diverse economy with high-quality jobs that are accessible to all.

The Kern Coalition consists of Kern Community College District, A Better Bakersfield and Boundless Kern (B3K) Prosperity, Kern Inyo Mono Central Labor Council (KIM CLC), Community Action Partnership of Kern (CAPK), and Building Healthy Communities (BHC) Kern. The Coalition serves as co-conveners of the Kern Jobs First Collaborative (KJFC) through Kern CCD, which serves as the fiscal agent for the Community Economic Resilience Fund, now known as California Jobs First (CA Jobs First).

Mission The Kern Coalition’s mission is to unify and bolster local efforts that advocate for the equitable attainment of good, quality jobs that promote a resilient economy and positive health, social, and environmental outcomes in disinvested communities through diverse representation and securing direct investments for economic development strategies.

Vision To eliminate generational poverty and promote equitable economic mobility for all in Kern County by ensuring investments dismantle systemic barriers.

ELIGIBILITY

The allocated budget for this project is a maximum of \$750,000.

Applicants must demonstrate an ability to develop a regional plan strategy based on Phase 1 research and grounded in community needs in accordance with the CA Jobs First solicitations for proposal (SFP) Planning Phase II in addition to the following:

- A. We encourage proposals from entities with experience in inclusive economic development strategies for disinvested communities with a focus on health equity, environmental equity, and economic equity
- B. We encourage proposals from entities with prior experience in researching Kern’s economic landscape with an emphasis on marginalized communities, or with experience working in other regions facing similar economic shocks/transitions
- C. We encourage proposals from organizations that are under-represented among grantee institutions, including Historically Black Colleges and Universities (HBCUs), Hispanic-serving Institutions, Tribal Colleges, and Universities (TCUs), Alaska Native-Serving Institutions, Native Hawaiian-Serving Institutions, and Asian American Native American Pacific Islander Serving Institutions (AANAPISIs)
- D. As the fiscal agent for the Kern Coalition, awardees must adhere to Kern Community College District policies and fiscal requirements

SCOPE OF WORK

The successful vendors will be responsible for the development of an updated Regional Plan: Part I and the development of Regional Plan: Part II.

For details of the scope of work as outlined in the CA Jobs First guidance, refer to the [Kern Coalition Proposal](#).

Addendum to Regional Plan: Part I

The interagency team leading the CA Jobs First initiative has directed the Kern Coalition to submit an addendum to the Regional Plan: Part I by April 30, 2024. Specifically, the Regional Plan: Part I must incorporate other economic development research and strategies completed in the region that have informed the California Jobs First Regional Planning process, including documents and stakeholder feedback to be provided by the Kern Coalition.

Regional Plan: Part II

The Kern Coalition will be required to develop a holistic economic development and transition roadmap with strategies that prioritize the creation of high-quality jobs, equitable access to jobs and resources, and emphasizes developing sustainable and resilient economies and industries. These industries include but are not limited to renewable energy, energy efficiency, carbon removal, zero-emission vehicles, healthcare, advanced manufacturing, agriculture, forestry, artificial intelligence, and climate restoration and resilience. The roadmap and strategies must

refer to the findings of the analyses in Part I and feedback from the community. The roadmap must include:

1. Vision and Goals

Develop a vision and specific regional goals for creating a High Road economy that is sustainable, inclusive, and equitable.

2. Strategies for the growth of targeted industries

i. Industrial Cluster Development: This section will provide a snapshot of current trends and projected growth. It must consider, but is not bound by, existing relevant plans such as Comprehensive Economic Development Strategy (CEDS) (if applicable and appropriate) along with the following elements that work together to support creation of quality jobs:

- Clear Local Market Signals: Assess how proposed industries and affiliated investments align with market trends and local/state/federal policies.
- Value Chain and Infrastructure: Explain how investments support the growth and clustering of businesses in the value chain of the proposed industry. Identify specific infrastructure required to grow the industry.
- Innovation Ecosystem: Describe how investments connect the private sector to local innovation resources, facilitate the movement of new technologies to market, incubate early-stage businesses, etc.

ii. Workforce Development: Explain how the industrial strategy plans to match skills to available jobs, address talent and recruitment, and facilitate strategic collaboration among businesses, training and education institutions, labor, etc.

3. Strategies for increasing economic diversification

Strategies must focus on economic diversification in at-risk locations (i.e., considering the impacts of economic disruptors such as climate change on the local workforce and economy). Investments must clearly address barriers to attraction and retention of businesses, as well as barriers to quality job access for disinvested communities.

4. Strategies for responding effectively to economic shocks

These include the following:

- Protecting diverse communities, especially disinvested communities.
- Using economic shocks and disasters as opportunities for growth.

5. Strategies for increasing economic equity

These strategies must refer to the analyses of workforce and demographic trends, and focus on closing gaps, reaching universal levels of service, or disaggregating results by race, ethnicity, income, etc.

- Strategies must create and sustain pathways into quality jobs and family-sustaining careers and improve job quality and wages in sectors that do not offer quality jobs. Analysis and recommendations must highlight how they propose to serve historically marginalized and disinvested groups and how those groups will learn about proposed interventions.

- Strategies must support workers potentially impacted by at-risk industries and must prevent displacement of incumbent workers or replacement of high-road jobs with low-quality jobs.

6. Strategies for increasing health and environmental equity

These strategies must include limiting the impacts of economic development activities on the natural environment. They must also avoid exacerbating the effects of climate change and include pathways for mitigating the effects of anticipated climate impacts on targeted industries and occupations. They must also address public health needs, with special attention to the needs of disinvested communities.

7. Strategies for aligning with State strategies

An assessment of how regional economic development strategies (i.e., planning priorities, grant programs, and regulations) aligns with, supports, and is supported by existing state strategies in areas like clean energy, air pollution reduction, transportation decarbonization, climate adaptation, sustainable water management, and natural and working lands.

Other requirements for the proposal

- A. Demonstrated sensitivity to working with historically excluded communities. A significant portion of the CA Jobs First Planning Phase II grant involves community engagement and sustained participation from all sub-regions, including data and information sharing with key stakeholders. To ensure we are responsive to all participants, within reason, the following are areas of emphasis when presenting or developing collateral, documents, and related material:
 - a. Cultural Sensitivity
 - b. Language Barriers
 - c. Closed captioning
 - d. Technical assistance
- B. Geographic representation of the subregions. It is expected that the strategy development and project management vendors will conduct meetings in-person by sub-regional at minimum monthly. Vendors will present results of the plan at KJFC subregional meetings and provide executive summaries and presentations (e.g., PowerPoints, posters, etc.) of the data, analysis and recommended strategies.
- C. Geographic engagement. Similar to the above, the Kern Coalition uses a hybrid model for meetings, including in-person meetings held in all five subregions and virtual meetings during both evening or midday hours during the work week or weekend. This will also need to be practiced by the strategy development and project management vendors.

- D. The Kern Coalition meets weekly. It is expected that selected vendors attend all Kern Coalition weekly meetings and be prepared to share updates including initial findings and research.

PROPOSAL DETAILS

- A. Proposal Submission Information
- Closing Date: Proposals must be submitted by 4/2/2024 by 2 P.M. (PST).
 - Inquiries: Inquiries concerning this RFP should be directed to the purchasing@kccd.edu email.
 - Cost of Proposal Preparation. All costs incurred in preparing a proposal responding to this RFP will be the Vendor's sole responsibility and will not be reimbursed by Kern CCD. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of Kern CCD.
- B. Proposal Submission Instructions to Vendors: Your proposal should be emailed to purchasing@kccd.edu.

Proposal Submittal Process

- All information must be entered legibly in ink or typewritten. The proposal submitted must not contain any erasures, interlineations, or other corrections.
- Proposals shall be received by Kern Community College District, at the address stated in this RFP, on or before the date and time required. No oral, telegraphic, telephonic, or facsimile proposals will be considered.
- Corrections and/or modifications received after the specified closing time will not be accepted.
- An authorized officer or employee of the responder must sign all responses.
- Submit responses electronically through the Public Purchase website at www.publicpurchase.com.
- Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal. The Vendors shall sign and date any Addenda Cover Sheet, submitting it with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
- All proposals received by the District will be considered a "Public Record" as defined in California Government Code *section 6252* and shall be open to public inspection, except to the extent of the Vendors designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendors believes to be a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may

nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Vendors are advised that the District does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secret materials unless absolutely necessary. No part of the Vendor's proposal or supporting materials will be returned and such material will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal and are specifically requested to be returned.

8. Interested Candidates shall register at www.publicpurchase.com to upload your response electronically.

9. The submission of an electronic proposal to the District is the sole responsibility of the Vendor. Proposals will not be accepted subsequent to the date and time specified. Proposals received by the District after the specified deadline will not be considered.

10. The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Vendor from full compliance with the Scope of Work if awarded the contract.

11. The contract to be negotiated must include the following requirements, as requested by the District.

Withdrawal or Modification of Proposal

Proposals may be withdrawn or modified in writing and submitted via www.publicpurchase.com from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

Basis for Award

Vendor proposals will be evaluated on factors that will measure all the following criteria: The overall objective of this RFP is to provide the following:

1. Contract awards will be made to the vendor(s) whose offer provides the greatest value, in terms of suitability to purpose, quality of goods and service, training, warranty, experience, price, and ability to deliver. In the best interest of District, Kern CCD reserves the right to contract with more than one vendor.
2. Demonstrations of the proposed equipment configurations may be required from the most responsive vendors prior to making final selection of awards.

The basis of award will be based on evaluation of:

1. Compliance and comprehensiveness with the requirements of this RFP.
2. Ability of the vendor to offer the minimum requirements requested of this RFP.

Bidders will be evaluated on the above criteria in order to select the successful vendor which best meets the needs of the district.

After the initial evaluation, and *if deemed necessary* by the Kern Coalition RFP evaluation

committee, vendors whose proposals are initially accepted will be offered an opportunity to give an oral presentation, provide an online demonstration of the Strategy Development and Project Management and to answer questions from the evaluation committee.

Term

The resulting contract is intended to be completed by August 30, 2024, upon delivery and acceptance of the Strategy Development and Project Management, subject to the Kern CCD Board of Trustees approval.

Termination of Contract

Kern CCD may elect to terminate the contract, in whole or in part, for its convenience, and such termination shall be effective thirty (30) calendar days after mailing of such Notice of Termination for Convenience to the Vendor. Thereafter, the Vendor shall have no further claim against Kern CCD under the contract.

The successful Vendor may choose to terminate the contract, and the Vendor must give Kern CCD 60 days prior written notice by sending an explanation for the termination of their contract to the Kern Community College District, Attention Mike Giacomini, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301.

The successful Vendors shall be in compliance with all Federal, State and Local laws governing this invitation to bid.

Issuing Office

The Kern Community College District is issuing this Request for Proposal (RFP) through the Business Services, Purchasing & Contracts Department. The Kern CCD Business Services, Purchasing & Contracts Department is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify, or clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be submitted via www.publicpurchase.com prior to the deadline with a subject line: Amendments to RFP Strategy Development and Project Management.

Questions Regarding this RFP

Vendors requiring clarification of the intent or content of this RFP, or on procedural matters regarding the Request for Proposal process, may request clarification by submitting questions via www.publicpurchase.com. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted electronically and using the attached Bidder Inquiry Form on page 22 no later than March 19, 2024, at 12:00 p.m.

Reimbursement of Costs

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing Kern CCD with additional information and making an oral presentation. Kern CCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

Protest Against Award

Any vendor wishing to file a protest against this RFP document must do so in writing within 72 hours after proposals are reviewed by the committee and bidders chosen for an oral presentation, *if deemed necessary*. All protests will be taken under advisement. Any protest received after will not be recognized.

A protest of any vendor proposal will be delivered to the Kern Community College District, attention Mike Giacomini, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301, by certified mail or by personal delivery during normal business working hours.

Suspension and Debarment

The Vendor certifies, for itself and all its designated partners, that neither the Vendor, nor any designated partners are under suspension or debarment by the LEA (Local Educational Agencies) or any other governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit a written explanation as an attachment to this RFP form of why such certification cannot be made. A Vendor must verify its suspension or debarment status.

Responsibility and Notice of Any Change

It is the Vendor's obligation to see that the services provided are ongoing from and after the effective date of the Vendor Contract and any Purchase Order issued, through the termination date thereof. Accordingly, the Vendor shall notify Kern CCD and the campus or LEA, by written notification if at any time during the term of the Vendor Contract or any Purchase Order, changes its place of business, becomes delinquent in the payment of taxes, or if it or any of its designated partners are suspended or debarred by any agency, LEA, federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension, debarment, delinquency, or change.

Defaults

Default by Vendor: The District will hold the Vendor responsible for any damage which may be sustained because of failure or neglect to comply with any term or condition listed herein. It is specifically provided and agreed that time will be of essence in meeting the contract delivery requirements.

If the successful Vendor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein, at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Vendor Contract, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is terminated in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made will be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Vendor or deducted from any funds due to the Vendor.

Insurance Requirements

The successful bidder selected shall furnish to the District, prior to the commencement of services, an underwriter's certificate of insurance reflecting not less than the following limits:

- a. \$2 million per occurrence for Workers' Compensation, if required.
- b. \$1 million per occurrence for Comprehensive General Liability.
- c. \$1 million per occurrence for Automobile Liability.
- d. \$1 million per occurrence for Errors and Omissions insurance.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an A-, VI rating. The district, its trustees, officers, agents, and employees shall be named as additional insured on the General Liability policy. Any deviations from the requisite policy amounts and ratings must be approved by the district.

Hold Harmless Clause

The successful bidder shall hold harmless and indemnify Kern CCD from every claim or demand which may be made by reason of:

- a. Any injury to a person or property sustained by the bidder or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his performance under this bid, however caused.
- b. Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention, under this bid.
- c. The successful vendor at his own expense and risk shall defend any legal proceedings that may be brought against Kern CCD on any such claim or demand and satisfy any judgment that may be rendered against any of them.

Force Majeure

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Vendor Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics, and quarantines, throughout the trade, and freight embargoes.

The Vendor shall notify Kern CCD orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Vendor Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the force majeure event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of college campus written request such supporting documentation as Kern CCD may reasonably request. After receipt of such notification, the College Campus

may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

Declaration of Non-Collusion

This RFP requires the Vendor to attest under the penalty of perjury that no collusion took place in providing a response to this RFP. Vendors must complete the Vendor Non-Collusion Affidavit on page 20 of this RFP. If a Vendor cannot answer yes to these questions, he/she/it will not be able to submit a response to this RFP.

Conflict of Interest

Vendor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the district. Vendor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of the district.

Compliance With Civil Rights Law and Americans with Disabilities Act

The Vendor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. *Section 2000* (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this RFP or under any project, program, or activity supported by this RFP.

The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code *Section 1735*. In addition, the Vendor agrees to require like compliance by any subcontracts employed for the services provided by him.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. *Sections 12101 et seq.*, to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act the Vendor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this RFP. Vendors must complete the Certification of Non-Discrimination on page 21 of this RFP.

Work Hours and Safety Standards Act

In the performance of any purchase order under the contract, the Vendor shall adhere to and comply with all the provisions of *Section 103 and 107* of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CRF Part 5).

Public Agency Clause

Public agencies are authorized by law to purchase off a contract awarded by an agency including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code *Sections 20118 and 20652*. Using these statutes, the Kern CCD hereby declares its intent and authorization to allow any contracts awarded under this proposal to be “piggybackable” by other agencies in the state, if the awarded vendor agrees.

Kern CCD waives any right to receive payment from other California agencies making purchases off the awarded contract. Kern CCD shall incur no financial responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a “piggyback.”

It is the responsibility of the Vendor to ensure that Kern CCD receives the proposals by the date and time specified above. Only an on-time proposal will be considered. Confirmation of receipt is the sole responsibility of the Vendor. Each Vendor must submit its proposal using the enclosed format in *Proposal Requirements* below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not preclude the Vendor from offering value-added alternatives and additional relevant information in addition to the information requested in the RFP. The other options, however, must be fully explained in written form and separately stated as alternatives in both the proposal content and fee proposal.

Expected Timeline

	Date(s)	Event
1	3/5/2024, 3/12/2024	First and Second week Advertisements of RFP
2	3/19/2024 by 12PM	The due date for Vendor Questions - Please email to purchasing@kccd.edu
3	4/2/2024 by 2PM	DUE DATE FOR PROPOSALS FROM VENDORS
4	TBD	Notice of Award
5	April 2024	Board Award Date

As we work through the contracting process, we anticipate services to begin no later than April 15, 2024 and all work to be completed by August 30, 2024.

Right to Reject

Kern CCD reserves the right to reject any proposals received in response to this RFP. The Contract for the accepted proposal will be based on the factors described in this RFP. Kern CCD reserves the right to waive any informalities or irregularities in any proposal.

Confidentiality

The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to Kern CCD, the Vendor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information. At the same time, in the Vendor's possession, those employees on the Vendor's staff must have the information on a "need-to-know" basis. The Vendor agrees to notify, in writing immediately, Kern CCD authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.

Notification of Award

Kern CCD anticipates but does not guarantee that the Contract will be awarded after the Notice of Award. In the best interest of District, Kern CCD reserves the right to contract with more than one vendor.

The award will be made to the most responsible Vendor whose service, experience, and approach to the project are most compatible with Kern CCD needs. Kern CCD will be the sole judge in making this determination.

Small, Women, and/or Minority-Owned Business

Efforts will be made by Kern CCD to utilize small businesses, women, and minority-owned businesses, considering that the primary responsibility is the most favorable return to Kern CCD.

A Vendor qualifies as a small business firm if it meets the "small business" definition established by the Small Business Administration (13 CFR 121.201).

Proposal Requirements²

The proposal must include the following:

- A. Cover Letter: A one-page cover letter with the name and contact information of the proposed Vendor.
- B. Statement of Qualifications:
 - a. List your experience, including a brief description of the scope of services and outcomes similar to the scope as described in this RFP.
 - b. Describe the background, experience, and qualifications of the person(s) who will act as the consultant and the capabilities of any staff who will assist with this project (include their role, education, relevant experience, and related qualifications). This includes identifying the lead consultancy agency and any

² Kern CCD Requirements

sub-awardees to carry out portions of the scope of work. If sub-awardees have not been identified, provide clarification and a plan for identifying partners.

- c. List 3 to 5 (five) projects you developed in similar size and scope to this RFP, and share any lessons learned from those projects that would be relevant to this initiative.
- C. Evidence of System for Award Management (SAMs)
- D. Provide at least three (3) references, including the contact's name, affiliation, address, direct telephone number, and email address.
- E. Describe in detail the fee structure for research services.
- F. Conflict of Interest: Provide a statement of any potential conflicts the Vendor and/or key staff may have regarding providing these services. The information should include actual conflicts and any working relationships that disinterested parties may perceive as conflict. If no potential conflicts of interest are identified, state them in your proposal.

The vendor shall have read and be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to the conflict of interest of public officers and employees. No officer or employee of the Kern Coalition or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.

- G. Vendor Information Sheet.
- H. W-9
- I. Additional Terms and Conditions.
- J. Insurance Requirements.

Vendor Requirements

All responsive proposals shall be reviewed and evaluated by the CA JOB FIRST Coalition Review and Selection Committee to determine which proposal best meets the Kern Coalition's needs for this project by demonstrating the competency and professional qualifications necessary.

Performance of The Required Services

Accounting for the contracting process, it is anticipated that the strategy development will begin April 15, 2024.

Selection Process and Criteria

This is a NEGOTIATED procurement; an award will not necessarily be made to the Vendor submitting the lowest-priced proposal. Instead, an award will be made to the Vendor submitting the best responsive proposal satisfying Kern CCD requirements, as determined by Kern CCD, including consideration of price and other indicated factors.

Advance Payment options are not available. A reimbursement model will be used for awarded contractors.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely by the terms of this RFP.
- The proposal does not follow the specified format.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in *Section B.* below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal since the section states: “The Non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.” The selection process is designed to ensure that the Vendor’s services are engaged based on demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for Kern CCD.

- A. The Kern Coalition RFP Committee will review all proposals received by the specified deadline for content, fees, related experience, and professional qualifications of the Vendor.

- B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. The total points available are 100.

Scoring Matrix

Evaluation of each proposal will be scored on the following factors:

<p>1. Understanding the RFP requirements and completing all required documentation as listed in the Proposal Requirements section of this RFP. In addition to the above, include the following:</p> <ul style="list-style-type: none"> ● Workplan, including milestones and deliverables. ● Project Lead(s) who will be the primary liaison with the Kern Coalition and proposed meeting schedule. Key personnel background, certifications, and experience in providing the requested services. 	<p>Points = 40</p>
<p>2. Experience and relevance of similar work products and services provided to other entities and success in performing this service.</p>	<p>Points = 25</p>

a. Describe an innovative or unique approach to reaching the target Areas.	
3. Fees/Pricing Structure (i.e., monthly retainers, flat fee, cost per proposal methodology).	Points = 10
4. Demonstrated research experience of underserved, low-income populations, and disinvested communities, consideration will be given to entities who have demonstrated experience working with Spanish and/or Punjabi speaking communities.	Points = 25
5. Total	Points =100

Kern CCD may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals. However, Kern CCD reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

Kern CCD contemplates awarding the Contract to the responsible Vendor with the highest total points awarded by the Kern Coalition proposal evaluation team. In the best interest of District, Kern CCD reserves the right to contract with more than one vendor.

Upon final selection, the Contract will be processed by Kern CCD for the award of the Contract.

Conditions to Award

- A. Kern CCD reserves the right to delay the selection process, withdraw and reissue the RFP, alter RFP language, or cancel this procurement.
- B. This solicitation does not commit Kern CCD to pay any costs in preparing or presenting a submittal.

Timeline

The start time to fulfill the proposal's requirements shall be after the Contract is signed.

Prohibited Activity

Vendors or their agents shall only make personal contact with members of the Kern CCD KHRTC Board of Directors or Kern Coalition personnel after selecting and awarding a Contract for this work.

Vendor Statement of Intent

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH ITS PROPOSAL

TO THE BOARD OF TRUSTEES OF THE
KERN COMMUNITY COLLEGE DISTRICT:

The undersigned, having become familiar with the specifications, contract conditions and requirements, and all other matters concerning the Request for Proposal and contract to be awarded, hereby offers to provide the required products and services, in accordance with its proposal and the proposed contract, subject to the terms and conditions set forth therein, all referenced material and attachments.

Vendor _____
(Type or Print Complete Legal Name of Vendor)

Check One: Sole Ownership _____ Corporation _____
 Partnership _____ Other (Specify) _____

By _____
(Signature)

Title _____

IRS or Social Security No. of Vendor _____

Address _____

Phone (_____) _____ - _____

Date _____

Vendor Non-Collusion Affidavit

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH ITS PROPOSAL

(Name) _____, being first duly sworn, disposes and says that:

1. He or she is (Title, or Owner, or N/A) _____ of (Company, or N/A) _____, the Vendor making the foregoing proposal.
2. That the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
3. That the proposal is genuine and not collusive or sham.
4. That the Vendor has not directly or indirectly induced any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing.
5. That the Vendor has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
6. That all statements contained in the proposal are true; and further, that the Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit this _____ day of _____, 2024.

Vendor _____
(Type or Print Complete Legal Name of Vendor)

By _____
(Authorized Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

Certification of Nondiscrimination

TO BE EXECUTED BY CANDIDATE AND SUBMITTED WITH ITS PROPOSAL

Candidate hereby certifies that in performing work or providing services for the district, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in *Section 12940* of the California Government Code. Candidate shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with California Government Code *section 129*.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this _____ day of _____, 2024.

CANDIDATE _____
(Type or Print Complete Legal Name of Candidate)

By _____
(Authorized Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

Bidder Inquiry Form

RFP #DO240402 – Strategy Development and Project Management

Bidders should use this form to submit questions regarding the RFP. The Kern Community College District will provide a complete list of questions received along with the district’s responses to all bidders who participate. Questions will be listed without reference to the source.

Name of Company: _____

Company Representative: _____

Question(s):

“No Bid” Response Form

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request but would like to remain on the Kern Community College District vendor list for this service/commodity, please remove this form and e-mail to the Purchasing & Contracts Department.

Kern Community College District
Purchasing & Contracts Department
2100 Chester Avenue
Bakersfield, CA 93301
purchasing@kccd.edu

RFP #DO240402 - Strategy Development and Project Management

Please submit an accessory price sheet for the product model submitted. The accessory price sheet is for future reference and must not be included in the bid price.

Company Name: _____

Address: _____

Telephone: _____ **Fax:** _____

E-mail Address: _____

Name and Title of Authorized Bidder: _____

Signature of Authorized Bidder: _____