

**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250

**REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL CONSULTING SERVICES**

**Revised: January 2022**

**An equal opportunity employer/program.  
Auxiliary aides are available upon request to individuals with disabilities.**

## **SECTION 1: BACKGROUND AND ELIGIBILITY**

### **PURPOSE**

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) is seeking to pre-qualify experienced, competent entities to provide a broad array of technical consulting services in support of its mission.

### **SOLICITATION**

SBWIB, Inc. hereby solicits proposals to pre-qualify consultants to supply consulting services on an as-needed basis. Approved respondents to this Request for Qualifications (RFQ) will be placed on a list of eligible consultants, also known as a *slate of providers*, for future use. Inclusion on the slate of providers does not guarantee that a consultant will be contracted to provide services. All contracts will adhere to the local, state, and federal rules and regulations, unless otherwise noted based on funding guidelines, including the federal Workforce Innovation and Opportunity Act (WIOA). A copy of the WIOA regulations is available for review at the US Department of Labor Employment and Training and Administration website at <http://www.doleta.gov/WIOA>.

### **ELIGIBILITY**

Entities, organizations or individuals possessing the appropriate capacity and demonstrated ability to provide the services outlined in this RFQ are eligible to apply. Responses will be deemed eligible for pre-qualification based on their completeness and responsiveness to this RFQ. SBWIB, Inc. encourages submission from small businesses, minority-owned firms, and women's business enterprises.

Please note: SBWIB, Inc., which operates on behalf of the SBWIB, is prohibited from awarding funds to any entity that is debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance program in accordance with DOL regulations at 29 CFR Part 98.

### **BACKGROUND**

The South Bay Workforce Investment Board (SBWIB) is a California Workforce Development Board comprised of 51 members representing business, labor, education, economic development, and other local workforce system stakeholders. SBWIB provides oversight of the federal Workforce Innovation and Opportunity Act (WIOA) programs and services of the South Bay Workforce Development Area (SBWDA) and develops policies to ensure compliance and effective operations.

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) was established in 2000, is a 501(c) 3, non-profit corporation that operates as the designated administrator for the South Bay Workforce Investment Board.

SBWIB, Inc. administers employment and training programs and serves the 11 cities of the South Bay Workforce Investment Area, which include the cities of Inglewood, Hawthorne, Lawndale, El Segundo, Carson, Gardena, Redondo Beach, Hermosa Beach, Manhattan Beach, Torrance and Lomita.

The mission of the SBWIB, Inc. is to collaborate with business, economic development, education, government, labor and community organizations to provide a dynamic, efficient and effective workforce development system that ensures a skilled workforce and a healthy economy in the South Bay region of Los Angeles County.

**SECTION 2: SERVICES SOLICITED**

SBWIB, Inc. has specific interests in the following services under this RFQ. Respondent may address one or more of the following service categories.

**A. Strategic Planning for Workforce Development**

Assist the SBWIB, Inc. with its strategic planning and development process to its current Strategic Plan under WIOA; as well as necessary revisions and or modifications; development of strategies for a new Strategic Plan that will be linked to the Regional Plan under WIOA. Such guidance and efforts will comply with the requirements put forth by the State Employment Development Department. This process includes working with a variety of staff and stakeholders and will include, but is not limited to, the following:

- Work with management staff to develop a WIOA Four-year Strategic Plan including goals, objectives and strategies for WIOA implementation in the key areas of WIB Administration; One-Stop Delivery System; Youth Services; Business Services; Sector Strategies, Career Pathways and Rapid Response; up-dates and modifications to the plan as deemed necessary;
- Ensure the WIOA Four-year Strategic Plan is aligned with the State and Regional Plan;
- Provide training and orientation to key staff in the content and requirements of WIOA;
- For each strategic area of the plan, develop an action plan, which lays out an approach to meeting requirements in that area;
- Write implementation strategies, plans, reports, applications and materials, as needed for implementation of the Four-year Plan;
- Plan mechanisms to track agency and staff progress in achieving plan goals and objectives;
- Development of required plans and systems designed to meet High-Performing Workforce Development Board status and evaluation criteria under AB 698 and other corresponding State requirements;
- Meet regularly with management staff to review and support progress achievements; and
- Other duties as requested by the SBWIB, Inc. Chief Executive Officer or his designee.

**B. Strategic Planning for Sector Initiatives**

Provide consultative services for the development and ongoing operation of one or more of the industry sector initiatives of the South Bay Workforce Development Area, which include:

▪ Construction, Utilities & Public Infrastructure	▪ Manufacturing, Transportation & Logistics
▪ Healthcare	▪ Information & Communication Technologies (ICT)/ Digital Media

Services will include, but are not limited to, the following:

- Organize stakeholders connected with a specific local or regional industry, including multiple firms, labor groups, education and training providers, and workforce and education systems to develop workforce development strategies within the industry;

- Work in collaboration with stakeholders to design and develop local and regional training programs (e.g. career and technical education, apprenticeships, on-the-job training, internships, and other work-based learning) and workforce solutions to address both short- and long-term workforce needs of the sectors, including analyzing current labor markets and identifying barriers to employment within the industry; developing cross-firm skill standards, and curricula; and developing occupational career ladders to ensure workers of all skill levels can advance within the industry;
- Write reports, program materials and other documents to inform and engage stakeholders around the sector initiatives; and
- Assist in the development of grant applications to support sector initiatives including facilitation, research, writing, and data collection.

### **C. Economic Research and Analysis**

Provide economic research and analysis services to the SBWIB, Inc. that provide workforce information and data on selected sectors and initiatives tied to the South Bay region; including the Los Angeles County basin where feasible. Studies will inform the SBWIB, Inc. on decisions addressing labor market changes in its region, high growth and demand occupations in new and emerging industries, impacts to the region through industry assessments; and needed supports to increase competitiveness and economic vitality. Services will include, but are not limited to the following:

- Conduct local area economic and labor market research and business assessments for the South Bay region that includes identifying high growth, high demand industries; emerging industries and occupations and other barriers to employment within the industry;
- Organize stakeholders connected with a specific local or regional industry, including multiple firms, labor groups, education and training providers, and workforce and education systems to gather research information and develop needed strategies within the industry;
- Work with the SBWIB, Inc. to conduct assessments on selected businesses; conduct business engagement activities; convene meetings with employers; develop business attraction and retention strategies combined with layoff aversion and tax incentives;
- Work with the SBWIB, Inc. to identify workforce education and training to develop the South Bay's future workforce; new jobs targeting underrepresented segment groups; and
- Prepare reports, collateral information such as charts, PowerPoint presentations of the research findings; and other program documents to inform and engage stakeholders; and
- Other duties as requested by the SBWIB, Inc. Chief Executive Officer or his designee.

### **D. Resource Development, Capacity Building and Technical Assistance**

Provide resource development services with expertise, knowledge and experience in federal, State and private foundation proposal writing. Specific expertise and knowledge of industry sectors, labor market information, segment populations and employment and training best practices and federal and State workforce initiatives required. Resource development including capacity building and technical assistance services include, but are not limited to the following:

- Ongoing research of potential funding sources, not limited to federal and state;

- Prepare components of the grant applications authorized by the SBWIB, Inc. This includes letters of intent, grant narratives, letters of support and commitment, logic models, flow charts, summaries, budgets and any other component required by the grantor, for submission of an application;
- Facilitate and document program design meetings with staff, partners, communicate terms and conditions of grant opportunities, develop parameters of grant applications, assist in partner roles, monitor timelines, and review of proposal drafts;
- Provide all necessary materials needed with the completion of services;
- Provide technical assistance and capacity building training to SBWIB to develop and implement new initiatives, programs and strategies targeting segment populations (e.g., reentry, public assistance, veterans, homeless, at-risk youth);
- Provide relationship management, coordination and technical assistance support to SBWIB, and contractor/partner organizations;
- Participate in programmatic reviews and evaluation to increase program quality, performance and sustainability; and
- Provide other duties as requested by the SBWIB, Inc., Chief Executive Officer or his designee.

#### **E. Curriculum Development for Occupational and Workforce Training**

Provide curriculum development services with expertise, knowledge, and experience in developing and implementing such curriculum with employers, educational institutions, and workforce development partner agencies. Specific expertise and knowledge of training, work readiness (e.g., job readiness or “soft skills”), and workforce preparation curriculum development, best practices in workforce development, engaging with stakeholders to identify baseline competencies, applicable guidelines and laws regarding curriculum development and implementation, and partnering with schools to implement the curriculum and training. Specific knowledge and experience in curriculum develop in the priority industry sectors of the SBWDB, which include 1) Healthcare, 2) Construction, Utilities & Public Infrastructure, 3) Manufacturing, Transportation & Logistics, and 4) Information & Communication Technologies (ICT)/Digital Media.

Curriculum Development Services will include, but are not limited to, the following:

- Design, implement and evaluate competency-based curriculum that integrates contextual classroom instruction with hands-on, skills training (e.g., internships, pre-apprenticeship, and apprenticeship);
- Align curriculum with baseline competencies, industry-skill standards, work processes and requisite certifications;
- Work in coordination with industry experts to develop proven methods for developing individualized training plans, provide customized training, monitoring trainee progress and assessing trainee skill and knowledge attainment;
- Develop a strategy and work plan to identify baseline competencies, curriculum development timeline, requests for feedback, curriculum implementation, evaluation of the curriculum’s effectiveness, and process to update and adapt curriculum;
- Develop a tool to monitor and evaluates the curriculum’s effectiveness and provides a process for updating and adapting the curriculum pending feedback from stakeholders, employers, educators, and students;
- Scale curriculum as needed;

- Identify and recommend additional activities that will sustain the value and use of the curriculum;
- Work in collaboration with stakeholders and SBWIB, Inc.'s staff;
- Provide all necessary materials needed with the completion of services; and
- Provide other duties as requested by the SBWIB, Inc. Chief Executive Officer or his designee.

### **SECTION 3: PERIOD OF SOLICITATION**

This RFQ is issued on an on-going, as needed basis based upon need and available funding. Interested parties desiring to be placed on the Slate of Providers may apply at any time.

### **SECTION 4: SUBMISSION REQUIREMENTS**

The SBWIB is requesting that only Respondents with the expertise, experience and knowledge apply. **Qualified respondents may respond to one or all services listed in Section 2: Services Solicited.**

Respondents must submit an original and three copies of their response to this RFQ. Responses may be mailed, hand-delivered, or e-mailed to:

Justina Munoz, Procurement Manger  
 South Bay Workforce Investment Board, Inc.  
 11539 Hawthorne Blvd., Suite 500  
 Hawthorne, CA 90250  
[jmunoz@sbwib.org](mailto:jmunoz@sbwib.org)

Questions pertaining to this RFQ should be in email form and directed to: [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org)

### **SECTION 5: PROPOSAL FORMAT**

All proposals must indicate services the Respondent is prepared to offer and should clearly demonstrate and Respondent's interest and ability to provide such service. The proposal should utilize a 12 point professional font, one-inch margins, page-numbers, table of contents, and the following components.

- **Part I:** Cover letter providing a description of Respondent's qualifications and proven track record to provide SBWIB, Inc. with the services outlined in Section 2: Service Solicited. The description should be relevant to the identified service under Section 2 to which the Respondent is applying. Include the name, address, telephone and email of the individual submitting the proposal and type of organization. (Not to exceed 2 pages)
- **Part II:** Narrative describing the Respondent's demonstrated expertise and success to provide the Scope of Services the Respondent wishes to provide. Reference Section 2: Service Solicited and describe your professional experience and capacity as outlined in Section 2. The description should be relevant to the identified service under Section 2 to which the Respondent is applying. In addition, for Section B, C, or D - please specify any of the industry sector initiative(s) of South Bay Workforce Development Area in which you have demonstrated expertise and success. The South Bay Workforce Development Areas include 1) Healthcare, 2) Construction, Utilities & Public Infrastructure, 3) Manufacturing, Transportation & Logistics, and 4) Information & Communication Technologies (ICT)/Digital Media. (Not to exceed 10 double space pages).
- **Part III:** Provide as an attachment the resumes for key relevant individuals and clearly identify how they will contribute to the provision services.

- Part IV: Provide three professional references including phone numbers and email address.
- Part V: Provide as an attachment the Fee Schedule including cost per hour and per/day or per/project. All fees, charges, billing rates, overhead costs must be explained. Respondents will be evaluated on their ability to offer high quality services while keeping costs reasonable for the services provided. Note: DOL Consultant Fee Limitation's may apply.
- Part VI: Provide as an attachment your Sample(s) of Work specific to the related area(s) you are applying. (Please limit to 2 examples per area or provide a link to website or social media profile.)

*\* In the event it becomes necessary to revise any part of the RFQ, such information will be posted on the SBWIB website at [www.sbwib.org](http://www.sbwib.org). Respondents are encouraged to monitor the SBWIB website for updates to services solicited and other revisions as necessary.*

## **SECTION 6: EVALUATION CRITERIA**

### **Process**

All proposals will be evaluated by a RFQ Evaluation Team. The Evaluation Team will review and score each proposal based upon evaluation criteria published in this RFQ. SBWIB, Inc. may, at its discretion, request additional information and or presentations by or meetings with any Respondents to clarify or negotiate modifications to the proposals.

### **Proposal Criteria**

Selection of any or all of the services contained in the Section 2: Services Solicited will be made from the list of prequalified Respondents resulting from this RFQ. The following criteria will be used to pre-qualify one or more Consultant(s):

- Qualifications and experience
- Ability to provide needed services
- Demonstrated knowledge, expertise, and success in proposed area
- Cost effectiveness
- Other factors deemed to be in the best interest of the SBWIB, Inc. as determined by the Chief Executive Officer

Proposal responses will be evaluated to determine a pass or fail rating. A recommendation will be made to the SBWIB, Inc., Chief Executive Officer to place Respondent(s) that achieve a pass rating, on a Slate of Providers for 36 months to be contracted on an as needed basis.

The arrangement of criteria is not meant to imply order of importance in the evaluation process. Any award is subject to funding availability. SBWIB, Inc. reserves the right to recommend multiple proposals for funding approval. In the event that the selected Respondent recommended fails to provide services as outlined in the contract or their proposal, SBWIB, Inc. may select an alternate Respondent from the Slate of Providers.

## **SECTION 7: TERMS AND CONDITIONS**

### **Respondent's Obligation to Perform**

If the work performed by the Respondent is not in accordance with the standards as specified in the contract award, then the Respondent shall be obligated to whatever is required to meet the

requirements as specified, at no additional cost to SBWIB, Inc.

### **Insurance Requirements**

Prior to commencing services, Contractor shall purchase and submit evidence meeting the following insurance requirements:

- **Automobile Liability** – At minimum, Contractor is required to have automobile insurance at the levels required to meet the standard State of California automobile insurance requirements.
- **Professional Liability** containing errors and omissions coverage in amounts not less than \$250,000 (Two-hundred and fifty thousand).
- **Worker's Compensation and Employees Liability** (if applicable) in accordance with California State Compensation laws.
- **Commercial General Liability** with a combined single limit for bodily injury and property damage of not less than \$500,000 (Five-hundred thousands) per occurrence to protect SBWIB, Inc. against claims for bodily injury or death and damage, loss, or theft of equipment and property of other. This shall cover the use of equipment and vehicles not covered by Automobile Liability. This shall include premises and/or operations; independent proposers; products and completed operations and contractual liability.

**Endorsements shall include the City of Inglewood/SBWIB, Inc. its officers, volunteers and employees;** each are to be named as additional insured under both the Contractor's Professional Liability, General Liability and Automobile Liability policies. Said insurance will be required to be maintained in full force and effect during the term of the contract.

### **Assignment of Contract**

The Respondent acknowledges that if selected by SBWIB, Inc. to perform the services required hereunder, it will be based, in part, upon the Respondent's special skills and expertise. The Respondent shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of SBWIB, Inc., which SBWIB, Inc. may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by SBWIB, Inc. of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that SBWIB, Inc. may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

### **Certification Regarding Debarment and Suspension**

Respondents funded under the RFQ certify that they have not been subject to debarment and suspension under any federal, State, or local grant program and will immediately inform SBWIB, Inc. of any future debarment or suspension.

### **EEO Certification**

Successful Respondents will be required to certify and agree that all person employed by the respondents, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regards to or because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including LEP), age,



disability, political affiliation or belief in compliance with federal, State and local anti-discrimination and equal opportunity laws.

### **Drug Free Workplace Compliance Certification**

The Respondent funded under the RFQ hereby warrant and certify that they shall with the California Drug-Free Workplace Act of 1990 (Cal. Gov. Code§8350 et seq.)

### **Appeal Process**

SBWIB, Inc. must receive written notice of the Respondent's intent to appeal the decision within five (5) working days of receipt of notice of award status. Proposer will have a total of 15 days in which to submit a written appeal of SBWIB, Inc.'s decisions. All grievances arising out of Workforce Innovation and Opportunity Act or this RFQ must be filed according to SBWIB, Inc.'s established grievance procedures.

### **Conflict of Interest**

By submitting a proposal, the Respondent certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the proposal or in delivering the proposed plan of work. A conflict of interest would arise if any individual involved in the preparation of this RFQ, proposal review and rating, or award decisions has a financial or other interest in or represents the Respondent organization and would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual's family, partner, or an organization employing or about to employ any of the above as direct result of the successful award of a contract under the RFQ. The SBWIB, Inc. reserves the right to disqualify a proposal should a conflict of interest be discovered during the solicitation process.

### **Acceptance of Terms and Conditions**

Each Respondent, by submission of a proposal, acknowledges acceptance of terms and conditions, certifies that all specification listed in the RFQ will be met, and further understands that these specifications may become part of a contract for provision of services if awarded.

### **Truth and Accuracy of Representation**

False, incomplete, or unresponsive statement in connection with a proposal may be cause for its rejection. The evaluation and determination of the fulfillment of the requirement will be in the SBWIB, Inc.'s sole judgement and its judgement shall be final and conclusive.

### **Change to RFQ**

A Respondent submitting a proposal will not change the wording of the RFP and no words or comments will be added to the general conditions and detailed specifications. Proposals submitted with unauthorized changes to the RFQ, may be deemed irregular and rejected.

### **Gratuities**

The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by Respondent or any other agent or representative of respondent is strictly prohibited. In the event of violation by respondent of this restriction, SBWIB, Inc. shall be entitled to pursue the same remedies including, but not limited to, termination, against respondent as it could pursue in the event of respondent's default.

## **Best Offer**

The proposal shall include the Respondents best terms and conditions.

## **Accuracy and Completeness**

The proposal must set forth accurate and complete information as required in this RFQ. Proposals will be received and maintained consistent with the requirements of the Workforce Innovation and Opportunity Act (WIOA) and the California Public Records Act. In general, proposals will be exempt from disclosure until the evaluation and selection process has been fully vetted. If the Respondent includes privacy or proprietary information in its proposal, which it does not desire to have publicly disclosed, this restriction must be clearly noted. Such notice to the SBWIB, Inc. shall use reasonable administrative procedures and care to protect the release of restricted proposal information. However, the SBWIB, Inc. shall not be liable for the disclosure of any information submitted in the proposal even though the Respondents requested a restriction on its release.

## **Rights of the SBWIB, Inc.**

The SBWIB, Inc. reserves the right to waive informality in any proposal, to accept or reject any or all other proposals, to reject one part of a proposal and accept another, to re-advertise and, or seek other proposals, to make awards to the most responsive proposal as the interest of the SBWIB, Inc. may require.

The SBWIB, Inc. reserves the right to provide or contract for any of these services independently.

The SBWIB, Inc. reserves the right to allocate services according to SBWIB, Inc.'s best interest and mission.

The SBWIB, Inc. may opt to contract for some, all or none of the services listed. The SBWIB, Inc. also reserves the right to select multiple vendors for any component or activity of work if it serves the SBWIB, Inc.'s best interest.

The SBWIB, Inc. reserves the right to establish additional consideration or criteria for funding, as deemed necessary. Such consideration may be addressed through final agreement negotiations.

The SBWIB, Inc. reserves the right to reject any proposal and waive any requirement when the action is considered to be in the SBWIB, Inc.'s best interest and negotiate change, revision, and/or modification of a proposal with any respondents.

The SBWIB, Inc. reserves the right to retain all proposals submitted in response to this RFQ. The proposals shall become the property of the SBWIB, Inc. The SBWIB, Inc. also reserves the right to use any or all ideas or adaption of ideas presented in any proposal submitted in response to a Request for Qualification, without charge or limitation. The selection or rejection of a proposal does not affect these rights.

## **Request for Additional Information**

The SBWIB, Inc. may require additional information from a Respondent for the determination of its qualifications to provide services. This additional information may be requested any time during the review process.

## **Termination**

**The SBWIB, Inc. may terminate the agreement resulting from this proposal at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the SBWIB, Inc. is prevented from proceeding with the agreement by law or by official action of**

**a public authority. Additionally, if federal, State, or local project funds are suspended the agreement will likewise be suspended/terminated.**

### **Cost Incurred by Respondents**

All costs associated with proposal preparation will be borne by the Respondent. The SBWIB, Inc. will not, in any event, be liable for any pre-contractual expenses incurred by Respondents in the preparation and/or submission of the proposals. Proposals will not include any such expenses as a part of the proposed.

### **Minority Business Participation**

SBWIB, Inc., as a recipient of State and Federal funds, subscribes to the practices below and will fully comply with Federal, State, and Local laws and directives governing non-discrimination, equal opportunity, and affirmative action in all activities.

- No person shall be discriminated against whatsoever on the grounds of race, religion, color, age, sex, physical handicap, political affiliation or national origin.
- No person shall because of race, religion, color, age, sex, physical handicap, political affiliation or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded entirely or in part by the City, the State, or the Federal Government.
- Affirmative Action shall be taken by all levels of governments, where necessary, to support the underlying objectives of said anti-discrimination policies

To further support policies relative to affirmative action, equal opportunity, and nondiscrimination, SBWIB, Inc. encourages small and minority businesses and women's business enterprises to submit a proposal. Respondents are encouraged to indicate in their RFQ response if they are a certified minority business as certified through the State of California. A listing of certified minority businesses, as well as the services and commodities they provide is available from the Department of General Services 916-375-4940. The listing is published on the Internet at: <http://www.bidsync.com/DPXBisCASB>

### **Addenda to This Request for Qualifications**

At the discretion of SBWIB, Inc., if it becomes necessary to revise any part of this RFQ, an addendum will be posted on SBWIB, Inc.'s website. Any clarification will become an addendum to this RFQ. Respondents are responsible for checking the website frequently to remain informed about the procurement process and other information that may affect this RFQ.

### **Independent Contractor Status**

The Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for SBWIB, Inc. Nothing contained herein shall be deemed or construed by SBWIB, Inc. the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between SBWIB, Inc. and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of SBWIB, Inc. or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of SBWIB, Inc. and the

Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the SBWIB, Inc. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of SBWIB, Inc.; SBWIB, Inc. shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. SBWIB, Inc. shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, SBWIB, Inc. shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

### **Contracting**

Selected Respondents will enter into a professional services contract with the SBWIB, Inc. and will be subject to all SBWIB, Inc. requirements regarding insurance coverage and all other relevant federal, local, and state requirements.

### **Award of Contract**

SBWIB, Inc. reserves the right to award one, or more than one or no contract(s) in response to this RFQ. Any award is subject to funding availability.

The Contract, if awarded will be awarded to the Respondent(s) whose respond(s) is deemed most advantageous to SBWIB, Inc., as determined by the Chief Executive Officer.

The selected Respondent(s) will enter into a professional service contract with SBWIB, Inc. No work shall commence until the contract document(s) is signed by SBWIB, Inc. and Respondent(s) provides the necessary insurance as required in this RFQ and the Contract. In the event the parties cannot negotiate and execute a contract within thirty (30) calendar days, SBWIB, Inc. reserves the right to cancel the award of contract.

### **Rejection Rights**

All Respondents are notified that the execution of a contract pursuant to this RFQ is dependent upon approval of the SBWIB, Inc. Chief Executive Officer. SBWIB, Inc. reserves the right to reject all responses and re-solicit if deemed by SBWIB, Inc. to be in its best interest, and to abandon the project(s) and this RFQ at any time for any or no reason. Selection of a consultant(s) is also dependent on the negotiation of an acceptable contract with the successful Respondent(s).

### **Reservation of Rights**

This RFQ is a solicitation and not an offer to contract. SBWIB, Inc. reserves the right to issue clarifications and other directives concerning this RFQ, to make and issue modifications to the RFQ schedule; to require clarification or further information with respect to any response received, and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any respondent.

### **Costs of Response Preparation and Other Charges**

No reimbursement will be made by SBWIB, Inc. for any costs incurred prior to an executed contract.

**Response to RFQ**

All responses to request become the property of SBWIB, Inc. upon receipt and will not be returned to the respondent. Any proprietary information submitted in response to this request shall be clearly marked and will be handle in accordance with applicable federal and state procurement regulations. Neither cost information nor the total response will be considered proprietary. This policy and award of quotes provisions herein neither are solely for the fiscal responsibility and benefit of SBWIB, Inc., and confer nor rights, duties or entitlements to any respondents.