



Request for Proposal (RFP) #1381
CLASSIFICATION/COMPENSATION STUDY
for

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706

RFP Due: December 11, 2019 – 2:00 P.M.
LATE PROPOSALS SHALL NOT BE CONSIDERED

Submit RFP To: RSCCD Purchasing Services Department
2323 N. Broadway - Suite 109
Santa Ana, CA 92706
Attention: Linda Melendez, Director, Purchasing Services

Refer Questions or Clarifications to: Linda Melendez, Director
RSCCD Purchasing Department
Email: Melendez_linda@rsccd.edu

Last Day for Questions or Clarifications November 22, 2019 – 2:00 P.M.

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KEY RFP DATES

REQUEST FOR PROPOSAL (RFP) ISSUED	November 7 & November 12, 2019
LAST DAY TO RECEIVE WRITTEN INQUIRIES	November 22, 2019 – 2:00 P.M.
ADDENDUM (if any) ISSUED	November 26, 2019
RFP RESPONSES SUBMITTAL DUE DATE/TIME	December 11, 2019 – 2:00 P.M.
TENTATIVE REVIEW/INTERVIEW SCHEDULE	December 12, 2019 – January 17, 2020
ANTICIPATED BOARD AWARD	February 24, 2020

NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

The Board of Trustees of the Rancho Santiago Community College District is advertising for Request for Proposals to be received up to December 11, 2019 at 2:00 p.m. in the Rancho Santiago Community College District, Purchasing Services Department, 2323 N. Broadway, Suite 109, Santa Ana, CA 92706.

RFP #1381 – Classification/Compensation Study

RFP documents are available at www.rscgd.edu/bidopportunities. Proposers are responsible to regularly check the District's website for addendums. For further information contact Linda Melendez, Director, Purchasing Services at: melendez_linda@rscgd.edu.

By: 

Linda Melendez
Director, Purchasing Services

Advertised: Orange County Register
November 7, 2019 & November 12, 2019

REQUEST FOR PROPOSAL (RFP) NO. 1381

NOTICE TO PROPOSERS

CLASSIFICATION/COMPENSATION STUDY

NOTICE IS HEREBY GIVEN that Rancho Santiago Community College District, hereinafter referred to as "District," will receive proposals up to, but not later than, 2:00 P.M. on December 11, 2019 for award of services upon mutual agreement.

All proposals shall be submitted in the format specified in this RFP.

Proposals may be hand delivered to the Purchasing Services Department or mailed to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Purchasing Services Department
Attention: Linda Melendez, Director
2323 N. Broadway, Suite 109
Santa Ana, CA 92706-1640

Proposals must be received in the office of Purchasing Services and not anywhere else.

Parties interested in obtaining a copy of RFP #1381 may do so by downloading the documents from the District website:

<https://www.rscsd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

All questions, interpretations, or clarifications, either administrative or technical, must be requested in writing and received by the District not later than November 22, 2019, by 2:00 P.M. Questions are to be emailed to:

Linda Melendez: Melendez_linda@rscsd.edu

All questions will be answered in writing and posted on the District's Purchasing Services website for all proposers to review at:

<https://www.rscsd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

Proposers participating in this RFP must visit above website for responses to questions, changes/clarifications and/or any addenda thereafter. Oral statements regarding this RFP by any persons should be considered unverified information unless conveyed in writing.

I. INTRODUCTION

- A. District Requirement. Rancho Santiago Community College District (“District”) is seeking proposals from qualified firms (referred to herein as the “Proposers”) to provide a “Classification/Compensation Study”. The District’s objective is to receive proposals from qualified consultants, to provide District with a comprehensive classification and compensation study that ensures the currency of job/classification descriptions and the appropriate placement on the RSCCD’s salary schedules. This study will initially encompass all CSEA 579 positions and shall consist of two phases: Phase I: Classification review and class specification development and Phase II: Compensation analysis. At a later date, to be determined by District, District may request quotes for the continuation of study for the remaining bargaining groups and the administrative/management/confidential classes.
- B. Document Precedence. This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to Classification/Compensation Study services for the District obtained from any source, either by verbal or written communications.
- C. District Obligation Limitations. This RFP shall not be construed to (1) create an obligation on the part of the District to enter into a contract with any Proposer or (2) serve as the basis for a claim for reimbursement of expenditures related to the marketing and development of a proposal.
- D. Solicitation. Notwithstanding other provisions of this RFP, Proposer is hereby advised that this RFP is an information solicitation of proposals only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

II. BACKGROUND

- A. District Demographics and Particulars
1. The Rancho Santiago Community College District was established in 1971 and encompasses approximately 193 square miles in Orange County (“County”). The District maintains two comprehensive community colleges, each providing collegiate and job training level instruction and job training across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The District also provides comprehensive college and continuing education programs at the Centennial Continuing Education Center, the Orange Continuing Education Center, the Santa Ana College Orange County Sheriff’s Regional Training Academy, the Digital Media Center, the Orange County Regional Fire Training Center, and various other sites throughout the District. The District serves a resident population of over 700,000 and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Tustin, Villa Park, Costa Mesa, and Fountain Valley.
 2. The District’s primary funding source is based upon apportionment received from the State of California under the new Student Centered Funding Formula. The District served approximately 26,000 Full-time Equivalent Students in 2018/19 and expects to serve approximately the same number of students in 2019/2020.

3. The District is governed by an eight-member Board of Trustees (“Board”), seven members of which are elected to four-year terms on a staggered basis and one Student Trustee. Elections for positions to the Board are held every two years, alternating between three and four available positions. In addition, a Student Trustee, who serves a one-year term, is elected by District students. The Chancellor of the District is appointed by the Board and reports to the Board of Trustees. The Chancellor is responsible for management of the District’s day-to-day operations and supervises the work of other key administrators.
4. Gift Ban: The Proposer agrees to comply with the District’s policies and administrative regulations governing gifts including, but not limited to, Board Policy 3821. <https://rscgd.edu/Trustees/Documents/Board%20Policies/BPs-Chapter%203/BP%203821%20Gift%20Ban%20Policy.pdf>

III. DESCRIPTION OF WORK

The following scope of services identified is intended to summarize what is required for this project but is not intended to be complete or comprehensive but serves as a summary guideline of services expected by the District.

Analyze Current Classification and Job Descriptions of CSEA 579 positions:

Provides clear distinctions in different job levels; promotes internal equity; establishes performance standards/job qualifications for all newly created job classifications and provides legally defensible classification specifications in compliance with the American with Disabilities Act (ADA), Fair Employment and Housing Act (FEHA), Fair Labor Standards Act (FLSA)

Trains the District’s Human Resources staff to maintain, enhance and use the classification system to identify and consistently apply the system to modify any existing positions or classifications, or create a new position or classification scheme.

Compensation Survey:

Conduct a compensation study using previously agreed upon districts. Identify appropriate benchmark positions within the districts based on salary, and providing a narrative for each recommendation that explains the basis for the recommendation.

Using those positions, create an appropriate compensation structure that recognizes internal equity, yet enables RSCGD to attract and retain a highly skilled work force. The compensation structure will include recommended salary schedules and ranges for CSEA 579 classifications/positions.

As it relates to benchmark positions, in the event a large enough pool is not found in which to compare a position, other public districts other than those listed above shall be utilized, upon approval by the RFP workgroup. Moreover, positions shall be deemed comparable if such position contains at least 75% of the duties and responsibilities (including experience and education) as identified in the current job descriptions and/or job questionnaires completed by employees.

Implementation:

Work with Classification Study Workgroup to assist in developing an implementation plan of the agreed upon recommendations. After appropriate negotiation pursuant to the terms of the

Educational Employment Relations Act codified in statute in Government Code Sections 3540-3549.3. Recommend an implementation plan and associated critical phases and timeline.

Appeal Process:

Recommend an employee appeal process for study findings.

Ongoing Classification and Compensation Review:

Recommend a process and schedule for regular review and update of classification specifications.

IV. REPORTS AND DELIVERABLES

Specific services, although not all-inclusive, to be performed as follows:

1. Conducting a series of orientation meetings and presentations with District representatives, as an example but not limited to:
 1. RSCCD's Chancellor's Cabinet
 2. The Human Resources Committee
 3. Classified Staff
2. Provide a timeline of critical activities and/or phases.
3. Developing communication materials describing the process of the study and instructions for completing position information questionnaires for distribution to all respective employee groups during employee orientation sessions. Communication materials will include an electronic version of an orientation session that will be uploaded to a RSCCD web or portal site for viewing.
4. Developing a position information questionnaire and administering the questionnaire to all incumbents in studied classes.
5. Conducting interviews or focus groups with position incumbents within each class for verification and clarification purposes.
6. Submitting an electronic bi-weekly status report to the Vice Chancellor Human Resources, providing written reports on unresolved issues, and meeting personally with the Classification Study Workgroup as appropriate to the phases of the timeline.
7. Presenting preliminary recommendations and draft reports to the Vice Chancellor, Human Resources.
8. Provide an appeals process, wherein the Proposer will hear the appeals of affected employees regarding the Proposer's recommendations for treatment of their positions or classifications. The Proposer will prepare a written response for each appeal that describes the nature of the appeal issue and explains the basis for the appeal recommendation.
9. Presenting final classification and compensation recommendations to the RSCCD Chancellor's Cabinet and RSCCD's Board of Trustees.

V. PROPOSERS RESPONSIBILITIES

Unless otherwise identified, all written deliverables, except final reports, shall be formatted and delivered in Microsoft Word format attached to an e-mail message to the Vice Chancellor, Human Resources, Tracie Green, green_tracie@rscsd.edu

Each final report shall be formatted and delivered in Microsoft Word format attached to an e-mail message, along with a USB drive delivered to the Vice Chancellor, Human Resources, Tracie Green to the address listed below:

Rancho Santiago Community College District
2323 N Broadway, Suite 407-2
Santa Ana, CA 92706

Sign-in forms for orientations and meetings shall be scanned and submitted as PDF documents.

Formal presentations to the Board of Trustees, Chancellor's Cabinet, Vice Chancellor of Human Resources and CSEA Local 579 President, shall include at least 20 sets of documents.

VI. RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT RESPONSIBILITIES

1. The District shall provide the Proposer with requested current documents used in the current classification system.
2. District will provide the Proposer with a list of potential meeting sites, the corresponding capacities and contacts to assist with scheduling the sites.
3. Prior to the final payment, all deliverables must be completed to the satisfaction of the District.

VII. PROPOSAL INSTRUCTIONS

A. Proposal Submittal and Preparation of Proposal Documents

1. One (1) signed original proposal and one (1) electronic copy to be submitted in pdf format and placed on a CD or memory stick in a sealed envelope and shall be submitted no later than 2:00 P.M., December 11, 2019. The proposals shall be in an envelope or package marked "Classification/Compensation Study" – RFP No. 1381"
2. Proposals shall be mailed or delivered to:
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Purchasing Services Department
Attention: Linda Melendez, Director
2323 N. Broadway, Suite 109
Santa Ana, CA 92706-1640
3. Emailed or Facsimile submittal of Proposals will not be accepted.

4. It is the sole responsibility of the Proposer submitting a proposal to see that it is delivered on time. Any proposal submitted after 2:00 P.M. on December 11, 2019, will be returned to the Proposer unopened. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time.
5. Proposal must bear the signature of the person or persons duly authorized to sign and shall be in longhand and in ink.
6. Proposals shall be good for a one hundred and twenty (120) days from the date of the Proposal due date. Proposals may not be withdrawn after the closing date.
7. The term of the contract shall begin immediately following award by the District Board of Trustees and shall remain in effect through December 31, 2021. The decision to extend the contract is based on the District's sole discretion.

B. Questions and Clarifications

1. Questions regarding the RFP No. 1381 or the intent thereof or any discrepancies, omissions or inconsistencies in the RFP documents shall be submitted in writing via email by 2:00 P.M. on November 22, 2019 to:

Linda Melendez, Director, Purchasing Services – melendez_linda@rsccd.edu

All inquiries after that time will not be considered.

All questions will be answered in writing and posted on the District's Purchasing Services website for all proposers to review at:

<https://www.rsccd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

Proposers participating in this RFP must visit the above website for responses to questions, changes/clarifications and/or any addenda thereafter.

2. Proposers are advised that the District reserves the right to amend this RFP at any time. A written addenda providing clarifications or corrections will be done formally and issued electronically to each Proposer.
3. Proposers are to acknowledge receipt of any and all RFP addenda. This shall be done by signing the actual addenda form and returning the form with Proposer's proposal. Failure to acknowledge in writing the receipt of any addenda may result in rejecting the proposal.
4. **During the RFP period, Proposers, or their agents, are strictly prohibited from contacting and/or corresponding with District representatives, employees, or members of the Governing Board regarding this RFP other than those listed in this RFP in Section VII, (B). Failure to comply with this request may cause the disqualification of Proposer's proposal.**

- C. Completion of Proposals. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it

contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the sole opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

- D. Examination of Contract Documents. The Proposer shall thoroughly examine and understand the contents of this RFP. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addenda, or other document shall in no way relieve the Proposer from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors on the RFP, it shall immediately notify the District of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all Proposers participating in the RFP, without divulging the source of the request for same. Modifications shall be made by addenda.

If the Proposer fails to notify the District of an error in the RFP before the date scheduled for submission of proposals, or of an error which reasonable should have been known to it, the Proposer shall submit the proposal at its own risk. If the contract is awarded to the Proposer, he/she shall not be entitled to additional compensation or time because of the error or its subsequent correction.

- E. Exceptions/Deviations. State any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where the Proposer wishes to propose alternative approaches to meeting the District’s technical or contractual requirements, these should be clearly and thoroughly explained.
- F. Confidential and Proprietary Information. All materials received relative to this RFP will be kept confidential until such time an award is made, or the RFP is cancelled. At such time, all materials received must be made available to the public. If any part of the Proposer’s proposal is proprietary or confidential, the Proposer must so identify and so state. However, any information that must be used by the District to aid in proposal selection must not be restricted from the public.

The District reserves the right to retain all proposals submitted. Any restrictions on the use of software proposed, arising from the use or incorporation of confidential and/or propriety information or materials, must be clearly stated in the proposal.

- G. Addenda. The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. The addendum shall be numbered consecutively as a suffix by the RFP reference number. (For example, the first addenda would be RFP Addendum No. 1.) The Proposer must, in his/her proposal, acknowledge the receipt of any RFP addenda issued/posted on the District’s website located at:

<https://www.rscgd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

- H. Modification or Withdrawal of Proposer’s Proposal. The Proposer’s proposal may be modified after submission by written notice to the District of withdrawal and

resubmission before the date and time specified for proposal deadline. Modifications will not be considered if offered in any other manner.

The Proposer's proposal may be withdrawn by submitting a written request to the District at any time before the date scheduled for proposal submission. The Proposer may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date for a period of one-hundred twenty (120) days.

- I. Rejection of Proposals. The District reserves the right to reject any or all proposals received in response to the RFP or to negotiate separately with any Proposer when it is determined to be in the best interest of the District to do so.
- J. Misunderstandings. The RFP documents will be clarified by the District upon written request from the Proposer. The District's decision shall be final in any matter of interpretation of the documents.
- K. Proposal Preparation Costs. All costs associated with the Proposer's responses to this RFP are entirely the responsibility of the Proposer and shall not be chargeable to the District.
- L. Covenant against Contingent Fees. The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of the RFP upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except bona fide established, commercial or selling agencies, which are so declared and maintained by the Proposer for the purpose of securing business.

For breach or violation of this warranty, the District shall have the right to terminate any contract that may be entered into with the Proposer and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.
- M. Right to Negotiate Proposals. The District reserves the right to negotiate any price or provision, accept any part or all of any proposals, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the tax-paying public. Proposers are encouraged to submit their best prices in their proposals, and the District intends to negotiate only with the Proposer(s) whose proposal most closely meets the District's requirements at a competitive price. The contract, if any is awarded, will go to the Proposer whose proposal best meets the District's requirements.
- N. Contract Award and Execution. The District reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers as the District may deem to be in its best interest. In addition, negotiations may or may not be conducted with the Proposer(s); therefore, the proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

The District reserves the right to retain all proposals for a period of one hundred and twenty (120) days for examination and evaluation. The District also reserves the right to

waive non-substantial irregularities in any proposal, to reject all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Proposers. Proposers will provide, in a timely manner, all information that the District deems necessary to make such a decision. The Proposer(s) to whom award is made shall execute a written contract with the District within five (5) business days after notice of the award has been sent. The contract to be executed by the Proposer and the District shall be the form adopted by the District.

VIII. CRITERIA FOR EVALUATION AND SELECTION

The District will evaluate the proposals received and select the Proposer that in the judgment of the District provides the best overall value based on the following criteria:

- A. Understanding the work required by the District and the overall program objectives
- B. Quality, clarity, completeness and responsiveness of the proposal
- C. Demonstrated competence and professional qualifications and experience necessary for successfully performing the work required by the District
- D. Recent experience in successfully providing similar services for similar size Districts
- E. References
- F. Background and related experience of the specific individuals to be assigned to this service
- G. Proposed compensation – Cost summary as provided by Proposer

Contract award will not be based solely on price, but on a combination of factors as determined to be in the best value and long-term interest of the District.

After evaluating the proposals, the District reserves the right to negotiate the proposed work schedule and/or method and amount of compensation.

The District will invite proposers who are determined to be qualified for a presentation. The District will not be liable for any cost incurred by the Proposer in connection with such interviews (i.e. travel, accommodations)

Evaluation Matrix	100 Points Max
Qualifications, Approach to providing services and Expertise of the Firm	15 Points
Qualifications, Technical Expertise of Personnel assigned to execute the contract	15 Points
Experience and Client References on Relevant, Similar Work Accomplished for Public Agencies Comparable to District (California public schools)	25 Points
Interview and Presentation	25 Points
Fee/Cost for Services	15 Points
Quality and responsiveness of response (adherence to forms, instructions and requirements)	5 Points

IX. PROPOSAL CONTENTS

Proposals must include the complete information that indicates specific qualifications to perform the services as specified in the RFP. To provide a uniform review process, Proposers are instructed to prepare their response following the same sequence as shown in this section of the RFP. Submit proposals in a three-ring binder with tabs and materials as identified below. PDF on memory stick shall be submitted in sections per the same tab structure as detailed below:

Tab 1: Title Page. Show the Request for Proposal (RFP) title and number, the name of the firm, address, telephone number, fax number, name of the contact person and the date.

Tab 2: Table of Contents. Include a clear identification of material by section and by page number.

Tab 3: Cover Letter and Company Description. Provide a cover letter and introduction including the name of the firm, address, telephone number, fax number and email address of the person or persons authorized to represent the firm regarding all matters related to the proposal. The letter should provide a brief company description and address the company’s willingness and commitment, if selected, to provide the required services, and why should RSCCD choose you for this service and how do you differentiate your services from your competition . The cover letter shall be signed by a person(s) authorized to bind the firm to all commitments made in the proposal. Appendix “A” Company Information and Signatory page must be completed.

Tab 4: Qualifications and Experience. Detail experience including specific experience in providing Classification/Compensation Studies for other entities, similar in scope, size or discipline to the required services described in this request for proposals, performed or undertaken within the past ten (10) years. Experiences which relate to Community Colleges are preferred

Provide a list of all public school district or community college district clients in the State of California.

Identify and describe any litigation or investigation by a regulatory authority that your organization or officers have been involved in over the last three (3) years that relate to classification/compensation study.

Tab 5: References. Provide at least three (3) references, at least one (1) should be a California Community College District that demonstrates your ability to provide the services included in the description of work. The list of client references shall be completed for each and include:

1. Entity Name
2. Entity Address
3. Contact Individual
4. Telephone Number/E-mail address
5. Description of services

The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications. Contact for references may be made with several or all the clients listed. The District reserves the right to contact prior or current client references not listed.

Tab 6: Project Manager and Key Technical Personnel. Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key technical personnel and provide brief resumes. The response should indicate the abilities, qualifications, licenses, certifications and experience of these individuals.

Tab 7: Method: Identify the approach used by your firm to complete the classification and compensation study. This approach should include an explanation of all services that will be performed by your firm and should, at minimum, include the following:

1. **Communication Plan:** Describe your proposed communication program to ensure an up-to-date understanding by all District staff of the processes and work being conducted by the Consultant and the ultimate outcomes anticipated by the District for this project and to provide progress report updates to the RFP workgroup which can be shared with all employees.

Describe the tools/resource you propose to use.

Submit a single project schedule/timeline incorporating all of the elements in the project. The schedule should be in days or weeks starting from the receipt of the notice to proceed.

2. **Job Classification System:** Describe your processes to develop the comprehensive job classification system.

Describe how you plan to obtain information from the employees.

If you plan to interview or perform desk audits on less than 100% sample size for each classification, describe your sampling processes, minimum response levels, and how you plan to meet these minimum response levels.

Provide at least one sample each of questionnaires, interview procedures and questions, desk audit procedures, or other tools that you have used to complete the job analysis

components, as an appendix to the body of this section.

3. Compensation Survey: Describe your process to work with the District to formulate and adopt a compensation philosophy.

Given the list of agencies have already been determined; describe how you will determine benchmark classifications.

Describe how you will compare these benchmarked classifications to the District's classifications.

Describe your process to develop the appropriate wage and salary structures.

Describe your processes to advise the District on budgetary considerations and consequences as it relates to the proposed recommendations.

4. Implementation Plan: Describe your processes to develop an implementation plan for the study, including requirement to negotiate with duly authorized employee representative.

Describe actions you will take to train the District's Human Resources staff to maintain the newly implemented classification plan and compensation survey results.

5. Appeal Process: Recommend an appeals process.
6. Ongoing Classification and Compensation Review: Recommend a process for regular review and update of classification specifications.

Tab 8: Fee and Rate Proposal. Describe/define the fee structure of your firm for all services proposed in your RFP response. These fees should be itemized by milestones and/or specific tasks required for the study along with a total cost for all work proposed. Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. All prices should reflect "not to exceed" amounts per item. Identify any areas of potential costs savings for any work that may be performed or potentially provided by District staff. It is the intention of the District to reduce costs in this fashion as necessary to complete this project. Please note that the District reimburses for travel expenses at actual cost and in compliance with IRS standards per the District's Administrative Regulation 7400 <https://rscdd.edu/Trustees/Documents/ARs/ARs-Chapter%207/AR%207400%20Travel.pdf>

Tab 9: Attachments and Appendices.

X. STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer shall state whether it or any of its officers or employees who have a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

APPENDIX A

Must be Submitted With Proposal

COMPANY INFORMATION AND SIGNATORY PAGE

Company Name:

Business Address:

Telephone: _____ Fax: _____

Email: _____ Website: _____

Type of Firm: Corporation Proprietorship Partnership Joint Venture

Other (please describe): _____

Full names of firm's owners (>10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years? Yes No

If yes, provide former name(s):

Have there been any recent (within the last three years) changes in control/ownership of the firm?

Yes No. If yes, explain:

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

Yes No. If yes, explain:

Pursuant to and in compliance with this Request for Proposal, after carefully reviewing all the terms conditions and requirements contained herein, the undersigned agrees to furnish such services in accordance with this Request for Proposal, inclusive of items proposed.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this proposal response is true and correct.

NOTE: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE TYPEWRITTEN OR PRINTED ABOVE THE LINE PROVIDED.

Type or Print Name/Title

Signature

Date

Name of Company

Address

City, State, Zip Code

(_____) _____
Area Code Telephone Number

(_____) _____
Area Code Fax Number

Email address

APPENDIX B

Must be Submitted With Proposal
REFERENCES

REFERENCES:

Please provide references (use additional pages if necessary) who have used your services in the past three (3) years. In this listing, please provide the following information:

REFERENCE #1

a. Name of the Customer # 1: _____

b. Website:

c. Contact name with phone, address, fax, and email:

d. Dates and scope of work performed:

REFERENCE #2

a. Name of the Customer # 1: _____

b. Website:

c. Contact name with phone, address, fax, and email:

d. Dates and scope of work performed:

REFERENCE #3

a. Name of the Customer # 1: _____

b. Website:

c. Contact name with phone, address, fax, and email:

d. Dates and scope of work performed:

APPENDIX C

SIGNATURE FORM

Having carefully examined the Request for Proposal (RFP #1304) and become familiar with the specifications, requirements, terms and conditions, the undersigned proposes to furnish the necessary expertise, materials and labor as specified herein for the Independent Audit Services.

Proposal Submitted by:

Firm: _____

Signature: _____

By: _____

Title: _____

Date: _____

APPENDIX D

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

APPENDIX E

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

SAMPLE SERVICES AGREEMENT

Rancho Santiago Community College District

Independent Contracted Services Agreement

(9 pages)

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of XXXXXXXXXXXX between **CONTRACTOR'S NAME, ADDRESS and EMAIL** hereinafter referred to as the "Consultant," and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** hereinafter referred to as the "District."

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent Consultant specially trained to perform special services required; and WHEREAS the Consultant is specially trained and experienced and competent to perform the special services pursuant to this Agreement; therefore the parties hereto agree as follows:

1. PERIOD OF AGREEMENT shall be from XXXXXXXXXXXX through XXXXXXXXXXXX
2. DUTIES OF THE CONSULTANT shall be to provide work per attached proposal Exhibit A to this Agreement which is attached hereto and made a part hereof.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Consultant.

3. LIABILITY The District shall not be liable to the Consultant for personal injury or property damage sustained by the Consultant in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.
4. STAFFING Consultant shall be solely responsible for staff providing services under this Agreement. Consultant certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. Consultant certifies that it shall provide adequate supervision of the staff and/or trainees. Consultant certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

Consultant assumes full responsibility for workers' compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Consultant's staff and/or trainees providing services under this Agreement.

District shall have the right to accept or reject the assignment of any Consultant personnel. District shall have the right to remove any Consultant personnel from District premises and to preclude any Consultant personnel from performing services under this Agreement. Consultant shall immediately

comply with any such request, and shall provide replacement personnel within a commercially reasonable time.

No person, or his/her successor approved by District, shall be removed or replaced by the Consultant, nor shall his/her agreed-upon function or level of commitment be changed, without the prior written consent of the District.

5. INDEPENDENT CONSULTANT While engaged in performance of this Agreement the Consultant is an independent Consultant and is not an officer, agent, or employee of the District. Consultant is not entitled to benefits of any kind to which the District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits.

Consultant assumes full responsibility for the acts and/or omissions of Consultant's employees or agents as they relate to performance of this Agreement. Consultant assumes full responsibility for workers' compensation insurance, and payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Consultant and Consultant's employees. Consultant warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent Consultant, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Consultant agrees to indemnify the District for all costs and any penalties arising from audits by State and/or Federal tax entities related to services provided by Consultant's employees and agents under this Agreement.

6. CONTRACT VALUE The District shall pay the Consultant a not-to-exceed amount of \$xxxxxx per year for a not-to-exceed total of \$xxxxx including all expenses. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the sponsoring department's administrator or his/her designee. The District will process payment within 30 days of receipt of invoice(s), which meet the requirements of this Section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this Agreement number and/or the related purchase order number, (b) be signed and submitted by the Consultant to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement.

Any invoice(s) failing to meet the requirements set forth in this Section will not be considered for payment within 30 days and may be rejected and/or returned to the vendor. Additional documentation shall be furnished by the Consultant to the District's Fiscal Services upon request.

Mail Original Invoice(s) and Two (2) Copies to:
Rancho Santiago Community College District
Human Resources
2323 N. Broadway Ste. 407-2
Santa Ana, CA 92706-1640

7. RIGHTS TO REPORTS The rights to any report, evaluation and/or other material developed by the Consultant in connection with this Agreement shall belong to the District.
8. CONFLICT OF INTEREST Consultant represents that Consultant has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement, or employed by Consultant. Consultant shall not conduct or solicit any non-District business while on District property or time.

Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Consultant warrants that it has not directly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any cash or noncash gratuity or payment with view toward securing any business from the District or influencing such person with respect to this Agreement. Any breach of this warranty shall be a material breach of each and every contract between the District and Consultant.

Should a conflict of interest issue arise, Consultant agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

9. GIFT BAN The Consultant agrees to comply with the District's policies and administrative regulations governing gifts including, but not limited to, Board Policy 3821.
10. AUDIT AND INSPECTION OF RECORDS The Consultant shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Agreement.

The Consultant shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or the Consultant's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Consultant shall, at no cost to the District, furnish assistance for such examination/audit. The Consultant and its subConsultants and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or if the Agreement is terminated in whole or in part until three (3) years after final agreement close-out. The District's rights under this Section shall also include access to the Consultant's offices for the purpose of interviewing the Consultant's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Consultant's failure to provide records or access within the time requested shall preclude Consultant from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Consultant shall obtain from its subConsultants and suppliers written agreements to the requirements of this Section and shall provide a copy of such agreements to the District upon request by the District.

11. CONFIDENTIALITY

11.1 This Agreement, all communications and information obtained by Consultant from the District relating to this Agreement, and all information developed by Consultant under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of the District, Consultant shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matter, whether as required by law or otherwise, Consultant shall inform the District, in writing, of the nature and reasons for such disclosure. Consultant shall not use any communications or information obtained from the District for any purpose other than the performance of this Agreement, without the District's written prior consent.

11.2 At the conclusion of the performance of this Agreement, Consultant shall return to District all written materials constituting or incorporating any communications or information obtained from

the District. Upon the District's specific approval, Consultant may retain copies of such materials, subject to the requirements of Subsection 10.1.

11.3 Consultant may disclose to any subConsultant, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subConsultant's work. Prior to any disclosure, Consultant shall obtain the subConsultant's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to the District.

11.4 Consultant represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information, which relates to this Agreement without the prior written approval of the District.

11.5 Consultant's obligation of confidence with respect to information submitted or disclosed to Consultant by the District hereunder shall survive termination of this Agreement.

12. EVALUATION The Consultant acknowledges that the presentation or services may be evaluated by the participants, the Sponsor, the District, or any other District offices or schools and understands that the results of the evaluation may be made available to the Consultant, other schools and offices within the District, and other school districts and agencies upon request. The Consultant agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

13. EQUAL EMPLOYMENT OPPORTUNITY It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Consultant agrees to comply with applicable Federal and State laws. In addition, the Consultant agrees to require like compliance by all subConsultants employed on the work.

14. TERMINATION FOR CONVENIENCE

14.1 The District may, by written notice to the Consultant, terminate this Agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Consultant shall:

- i. immediately discontinue all services affected (unless the notice directs otherwise) and
- ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Consultant in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Consultant of such notice.

14.2 If the termination is for the convenience of the District, Consultant shall submit a final invoice within 60 days of termination and upon approval by the District, the District shall pay the Consultant the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Consultant to implement the termination.

14.3 The Consultant shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Consultant in accordance with this Section shall constitute the Consultant's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15. TERMINATION FOR DEFAULT

15.1 The District may, by written notice to the Consultant, terminate this Agreement in whole or in part at any time because of the failure of the Consultant to fulfill its contractual obligations. Upon receipt of such notice, the Consultant shall:

- i. immediately discontinue all services affected (unless the notice directs otherwise) and
- ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Consultant in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Consultant of such notice.

15.2 If the termination is due to the failure of the Consultant to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Consultant shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Consultant to fulfill its obligations, will be charged to the Consultant and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Consultant. If such costs and expenses are in excess of the sum, which otherwise would have been payable to the Consultant, then the Consultant shall promptly pay the amount of such excess to the District upon notice of the excess so due.

15.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior Section, Termination for Convenience.

15.4 The Consultant shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Consultant in accordance with this Section shall constitute the Consultant's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. ASSIGNMENTS Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.

17. GOVERNING LAW The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.

18. ENTIRE AGREEMENT/AMENDMENT This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous

written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

19. **SEVERABILITY** If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.

20. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD**

The following certification is applicable only to contracts for \$25,000 or more, which are funded by Federal funds:

By signing this Agreement, the Consultant certifies that:

- (A) The Consultant and any of its principals and/or subConsultants are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

21. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Consultant represents, warrants, and covenants to the District as follows:

21.1 Compliance with Laws and Regulations

At all times during the term of this Agreement, Consultant shall comply with all applicable Federal, State, and local laws and regulations during its performance of all work contemplated by EXHIBIT A to this Agreement (“Work”). Consultant represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Consultant shall insure that all subConsultants performing Work under this Agreement are properly licensed to perform such Work. Consultant shall provide District with all reasonable assistance in complying with all applicable Federal, State, and local laws and regulations.

21.2 Non-infringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

21.3 Authority

Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

21.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any Federal, State, Municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Consultant's ability to complete the transactions contemplated by this Agreement, or restrict the District's right to use the Work. Consultant knows of no basis for any such action, suit, claim, investigation, or proceeding.

22. DISTRICT DATA Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by the District for use by Consultant under this Agreement shall remain the sole property of the District and will be held in confidence in accordance with Section 10 of this Agreement.

23. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Consultant shall indemnify the District as follows:

23.1 General Indemnity

- A. Consultant shall indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and Consultants (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Consultant, including, without limitation, its agents, employees, subConsultants or anyone employed directly or indirectly by it.
- B. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

23.2 Proprietary Rights Indemnity

Consultant shall indemnify and hold harmless the District, its officers, directors, employees, agents from any losses suffered by the District as a result of Consultant's breach of its warranties set forth in Section 20 of this Agreement. Consultant shall defend, indemnify, and hold harmless the District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. The District shall notify Consultant in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within the Consultant's control; *provided*

that the District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at the District's expense. No settlement shall be made without notice to, and the prior written consent of, the District.

23.3 Insurance

Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the Work of any component or part thereof:

- A. Commercial General Liability Insurance, including but not limited to, both bodily injury and property damage liability, with limits of no less than as follows:
 - \$1,000,000 per occurrence, \$2,000,000 aggregate
 - \$100,000 fire damage
 - \$5,000 medical expenses
 - \$1,000,000 personal & adv. injury
- B. Commercial Automobile Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.
 - Part A—Statutory Limits
 - Part B—\$1,000,000/\$1,000,000/\$1,000,000 Employers Liability
- D. Errors & Omissions (Professional Liability) Insurance coverage, when applicable but not limited to, for or related to claims for any actual or alleged negligent act, error or omission, or breach of fiduciary duty committed in the scope of performing or the failure to perform investment advisory, fund management services, or other services under this Agreement, with the following limits:
 - \$1,000,000 per occurrence/\$2,000,000 aggregate
- E. Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Trustees and employees as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant's obligations under this contract at no additional charge.

24. **SECURITY** Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Consultant agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at the District's premises and shall comply with the District's

security policies and procedures if granted access to the District's computer or communications networks.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

-CONSULTANT-

-DISTRICT-

CONTRACTOR'S NAME

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

BY _____

BY _____

Peter J. Hardash

Vice Chancellor

Business Operations/Fiscal Services

TITLE _____

DATE _____

DATE _____