

REQUEST FOR PROPOSAL #1385

Employee Benefits Insurance Consulting Services



**Proposals must be received no later than
May 29, 2020 at 4:00 PM**

*To be considered, proposals must be signed and returned via email to
maus_donald@rsccd.edu by the due date and time.*

*Hard copies may be mailed to:
Rancho Santiago Community College District
2323 N. Broadway, Suite 225
Santa Ana, Ca 92706
by the due date and time.*

1. REQUEST FOR PROPOSALS

1.1 Purpose

Rancho Santiago Community College District (District) is soliciting proposals from qualified firms to provide consulting services in support of the District's health and welfare benefits program. Responses should specifically address the scope of work described Section 3. Each Firm ("Consultant/Broker") responding to this RFP shall be prepared and equipped to provide full services to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical deadlines and schedules.

1.2 RFP Schedule

Consultant/Brokers must adhere to the RFP Schedule indicate below. The District reserves the right to modify this Schedule as needed and will issue an addendum if the Schedule is modified.

Event / Occurrence	Deadline
District Issues RFP	5/15/2020
Deadline for Consultants to submit questions regarding this RFP	5/22/2020
Deadline for Consultants to submit Proposal	5/29/2020
District to interview Consultant(s) (Optional)	Anticipated 6/8/2020 -6/12/2020
Award Notice	6/15/2020
Commence Work	6/22/2020
Other Key Dates:	RSCCD Fiscal Year 7/1/2020 RSCCD Benefits Plan: Calendar Year Benefits Open Enrollment: 10/12/2020

1.3 Instructions to Proposers

The intent of this RFP is to select a firm to provide consulting/brokerage services to the District for health insurance and employee benefits. The Consultant/Broker receiving the award will be responsible to review the District's current health benefits and assess opportunities for improvements in cost savings and services and they should provide the District with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.

The successful proposer may be retained for an initial one (1) year term with a potential two (2) year option term that may follow as a result of this procurement process.

1.4 Submission

Electronic copies of responses must be received by May 29, 2020 by 4 p.m. Any response received after this date may be returned or not considered. Emailed proposals shall be submitted as an attachment in MS Word or PDF format. Please do not submit proposals as a Zip file. Responses should be submitted electronically to:

Don Maus
Director, Risk Management
2323 N. Broadway, Suite 225
Santa Ana, Ca 92706
Maus_donald@rsccd.edu

If Firms wish to also submit a hard copy of the proposal, it needs to be received no later than the due date. Submission of a proposal shall constitute the firm's representation that it:

- Has thoroughly examined and become familiar with the scope of work set forth in this RFP;
- Understands the requirements of the scope of work, the nature of the work and all other matters that may affect the work;
- Will honor its proposal for no less than 120 days after the submission date stated in this RFP (or until execution of a final contract with the selected firm, if sooner), and acknowledges that its proposal cannot be withdrawn within that time without the written consent of the District;
- Will comply with all requirements set forth in this RFP, and in the ensuing contract, if any

1.5 Response Format

Proposals shall be prepared simply and economically, providing a straightforward concise description of respondent's capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required. Emphasis should be placed on completeness and clarity of content.

1.6 Questions

The District will respond to Consultant/Brokers seeking additional information about the proposal process and the RFP. Any Consultant requiring additional information shall e-mail inquiries to maus_donald@rscdd.edu by 4:00pm on May 22, 2020.

Note: During the qualification and selection process (i.e. from the date this RFP and/or future RFPs are released to the conclusion of the selection process), if it is determined that any individual(s) who works for or represents any interested firm communicates with, contacts and/or solicits Board Members of the District in any fashion, said firm shall be disqualified from the RFP selection process.

1.7 Request for Proposals

The District has made every effort to include enough information in this RFP for Consultant/Broker to prepare a responsive proposal. Respondents are encouraged to submit the most comprehensive and competitive proposal possible. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal, unless protected by copyright, regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the District and the Contractor selected.

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and request additional information from respondents. The District will not reimburse the respondents to this RFP for any expenses incurred in preparing the proposals, or for the attendance at any meetings related to the proposal process. This RFP does not obligate the District to accept or contract for any services. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose.

2. PROJECT NARRATIVE / PROJECT DESCRIPTION

2.1 Background

In the heart of Orange County lies Rancho Santiago Community College District, home of one of the state's oldest community colleges, Santa Ana College, and also one of its newest, Santiago

Canyon College. Both colleges provide education for academic transfer and careers, courses for personal and professional development, and customized training for business and industry.

In addition to Santa Ana College and Santiago Canyon College campuses, the district's facilities include the Centennial and Orange Continuing Education Centers, the Digital Media Center, Joint Powers Fire Training Center, the Orange County Sheriff's Regional Training Academy, the College and Workforce Preparation Center, and the District Operations Center.

Rancho Santiago Community College District (RSCCD) is one of the largest of California's 72 community college districts based on the number of credit and noncredit students.

We employ over 1,040 full-time benefits eligible employees and an additional 3,500 part-time (not benefits eligible) employees. We also have approximately 456 retirees that are eligible for benefits – 356 have lifetime benefits and the rest have benefits until age 70.

There are four employee represented groups; California School Employees Association (CSEA) that represents our classified staff, the Faculty Association of Rancho Santiago Community College District (FARSCCD) which represents our faculty, California School Employees Association Chapter 888 (CSEA 888) which represents our child care group, and the Management Team Association which represents our management staff.

2.2 Project Description

The District is requesting proposals from interested Consultant/Brokers to advise the District on medical plans, dental plans, and additional insurance plans (Vision, Life, etc.) and to represent the District in finding, evaluating and negotiating with insurance providers.

One of the first tasks of the Consultant/Broker shall be to solicit multiple proposals from various benefit providers including, but not limited to JPA's, trusts, and direct with carriers and to provide a comprehensive summary of responsive quotes from these providers.

The District currently is a member of the Alliance of Schools Cooperative Insurance Programs (ASCIP), which is a Joint Powers Authority (JPA).

Our medical, dental and vision (VSP) plans are through ASCIP and our Life insurance is direct with MetLife.

The District does not currently have a Broker of Record.

The District is not subject to ERISA. Current benefit offerings and some census information is provided below and should only be used as needed for the preparation of your proposal.

Coverage	Total Enrolled		
	Active Employees	Retirees	Total
Anthem Blue Cross PPO			
EO	139	156	295
E+1	164	183	347
FA	43	4	47
	346	343	689
Athem Blue Cross HMO			
EO	88	42	130
E+1	134	58	192
FA	291	13	304
	513	113	626
Kaiser HMO			
EO	61	6	67
E+1	43	6	49
FA	77	0	77
	181	12	193
Delta Dental PPO			
EO	229	83	312
E+1	263	121	384
FA	266	6	272
	758	210	968
Delta Dental HMO			
EO	61	62	123
E+1	75	89	164
FA	133	9	142
	269	160	429

2.3 Project Schedule

One of the first projects for the successful Consultant/Broker will be to market our existing benefit programs. The District would like to have all the necessary information and final analysis completed by the beginning of August, 2020.

3. SCOPE OF SERVICES

3.1 Scope of Services

The Consultant/Broker chosen for these services will be responsible to review the District's current health benefits and assess opportunities for improvements in cost savings and services and provide the District with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.

One of the first tasks of the Consultant/Broker shall be to solicit multiple proposals from various benefit providers including, but not limited to JPA's, trusts, and direct with carriers and to provide a comprehensive summary of responsive quotes from these providers.

Consultant/Broker would also be responsible for:

- Analysis, recommendation, marketing, negotiation and placement of insurance
- Compliance, communications and administrative support
- Review vendor contracts, evidence of insurance
- Solicit and negotiate annual renewals of existing coverage
- Support Open Enrollment activities

3.2 Deadlines

Each Consultant/Broker must be prepared to provide turn-key services for such benefits consulting services as the District may hereafter require. Each Consultant must be prepared and equipped to provide such services in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

4. PROPOSAL STATEMENT

All proposals should include the following:

Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and email address of the person or persons authorized to represent the institution regarding all matters related to the proposal.

1. Provide a brief overview of your company, firm or organization and its history, including a brief description of the firm's growth, philosophy and number of employees. Please describe any parent/subsidiary/affiliate relationship.
2. Indicate how many years your organization has been active in the employee health benefits field to public entities.
3. Provide a list of the names and contact information of all the schools, college districts, and/or public entities for which your firm currently serves as consultant/broker for employee health benefits and the number of years you have serviced each. The District may or may not contact clients.
4. List potential conflicts of interest, if any, that your firm foresees should you be selected or state affirmatively that you foresee none.
5. If your company is owned, partially or completely, by any insurance company, please describe.
6. Describe your qualifications and what differentiates your firm from other employee benefits consulting firms.
7. State whether the Consultant/Broker is a qualified small or minority-owned business, women's business enterprise.
8. State whether the firm is in compliance with the registration and permit requirements to do business in California.
9. Include whether your firm is engaged in other lines of business
10. Provide an annual report or other documentation exhibiting the financial health of your firm, including profit and loss, assets and liabilities and other relevant information
11. Disclose any conditions that may impact your ability to fulfill contractual obligations (e.g. bankruptcy, pending litigation, planned office closures, impending mergers)
12. Disclose whether there are any disciplinary actions on file with the state insurance commissioner against your firm
13. State if you provide benefit educational materials for new hires, retirees, and orientation meetings?

14. State if you attend periodic benefit-related meetings and provide assistance to the District as requested? This may include meeting facilitation, presentations, and/or the development of communication pieces.
15. State if you have experience assisting clients with self-funded plans. Describe how they have they been structured and managed and provide references.
16. What other types of services, if any, are you able to offer the District (wellness programs, EAP services, etc.)

Consulting Team

1. Provide the name, title, and contact information of those who will be assigned to the District; the responsibilities of each member, their background, and tenure with your firm.
2. Describe whether you have experience with clients that are similar to the District's industry and employer type (e.g. higher education, non-ERISA, joint powers agency)

Interaction with Insurance Providers

1. Describe your firm's strength in the marketplace; your ability to effectively negotiate with insurance companies; and your strength in resolving problems as they arise.
2. Provide a listing of the insurance carriers, third party administrators, and other vendors with whom your firm bids and places contracts.
3. Does your firm have preferred status with the insurance carriers? If so, please list which carriers and at what level.

Fees and Commissions

1. Describe your proposed form of compensation (ie, commission, annual fee, hourly fee). If proposing a fee, please include your fee schedule and/or hourly rates.
2. Describe how your firm promotes pricing transparency for your fees and any fees or premiums paid to a third-party provider. Please include any form of supplemental, contingent or override compensation from insurers relative to the placement of our programs.
3. Describe how your firm communicates its compensation structure to its client.
4. With regards to commissions:
 - a. Describe your firm's opinion and approach to commissions.
 - b. Describe the pros and cons of commissions
 - c. Address whether commissions affect a carrier's service.

5. CONTRACT REQUIREMENTS

5.1 Insurance Requirements

The Firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. The following minimum insurance is required in order for your firm to qualify for participation in these projects:

1. Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, bodily injury and property damage liability per occurrence, including:
 - Owned, non-owned and hired vehicles;
 - Blanket contractual;
 - Broad form property damage;
 - Products/completed operations; and
 - Personal injury;

2. Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim;
3. Workers' Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

Prior to commencing work, the selected firm must provide the District with certificates of insurance that includes the following: Rancho Santiago Community College District and its Board, Officers and employees, shall be named as additional insured parties on General Liability policy. Endorsements must be submitted with the certificate(s).

6. SELECTION CRITERIA / EVALUATION PROCESS

All Proposals will be evaluated as per the selection criteria and evaluation process described below. All Consultants shall be advised and understand the policies applicable to contract award if selected.

6.1 Selection Criteria

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting the Consultant for the Project(s).

- Responsiveness to the RFP: breadth and depth of responses
- Firm Information: complete information regarding firm location, ownership, etc.
- Firm Project Experience: demonstrates adequate and relevant experience with public sector/community college and/or school districts
- Project Team and Sub-Consultants: has provided all team member resumes with appropriate information, project experience noted, licenses noted, qualifications noted
- Current Workload & Availability: has adequate resources to support project, firm's support staff, project team and/or sub-consultants
- Specific Team Member Project Experience: evaluate team member experience, relevancy for project and scope, totality of team members including sub-consultants identified to work on project
- Fee: fee structure for the brokerage services and the rates or charges for additional services, if applicable
- Other Factors. Any factors that the District believes would be in their best interest to consider which were not previously described.
- Interviews
- Provided comments on Draft Professional Services Agreement (if applicable)
- Client Reference Checks: satisfaction of prior/current clients, professional reputation of the firm, past experience working with District

6.2 Evaluation

Proposals will be evaluated by district staff who are members of the Joint Benefits Committee. At the District's discretion, to further assist in evaluation, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all District requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or submit additional written information.

The District reserves the right to: (i) extend the Response Deadline, and/or (ii) send out additional RFPs.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

6.3 District Negotiation

The District reserves the right to enter into negotiations with one or more Respondents regarding pricing, hourly rates, contract terms or other aspects of the requirements of the Consultant agreement.

6.4 Changes to RFP

This RFP and any potential future RFPs or RFPs associated with this solicitation, does not commit the District to award a contractual agreement with any vendor or to pay any costs incurred in the preparation of RFP. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFPs, (v) prior to submission deadline for RFPs, modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under the RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

Exhibit A

RSCCD's Standard Professional Services Agreement

Refer to the following pages



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of (college or department) - delete if not needed and Insert Name of Contractor, having its principal business address located at Insert address of contractor hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on Insert date you want agreement to start, whichever is later, and shall

continue in full force and effect thereafter until and including Insert ending date of term (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:

- A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
- B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
- C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Insert dollar amount of contract in words Dollars (\$Insert dollar amount in numbers) (“Contract Amount”). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**,

Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor

- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. **To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").**

- b. **Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.**
- c. **Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.**

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure

to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If

executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community
College District
Attn: Peter J. Hardash, Vice Chancellor, Business
Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for
Contract)
Insert Name of District/College Contact
Insert title of contact

Insert address of contact
Insert City, State, Zip

Contractor: Insert Name of Contact
Insert address
Insert City, State, Zip

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District’s place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party’s refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties’ mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act (“UETA”) (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____

Signature of Authorized Person

Print Name:___

Print Title:___

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Insert detailed Scope of Work & Payment Schedule