



**ADDENDUM NO. 1**

**ISSUE DATE: March 17, 2023**

**RFP 23021 Customer Relationship Management (CRM) and  
Marketing Automation**

Issued By:  
LOS RIOS COMMUNITY COLLEGE DISTRICT  
Purchasing Department  
[BIDS@losrios.edu](mailto:BIDS@losrios.edu)

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This addendum forms a part to the Contract Documents. The addendum items supersede and supplement all portions of the bidding documents with which it conflicts.

This Addendum has been acknowledged in the space provided on the Proposal Form and is considered part of the bid documents.

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Total addendum 25 pages:

1. REQUESTS FOR INFORMATION & RESPONSES
2. FINAL RFP DOCUMENT
3. ALL ADDENDA WILL BE POSTED <https://losrios.edu/community/doing-business-with-los-rios>

END OF SECTION.

**Requests for Information & Responses**  
**RFP 23021 CRM and Marketing Automation**

RFI #	QUESTION	RESPONSE
1	Is Los Rios considering an ERP switch in the near/medium term?	Replacement of the LRCCD ERP is not in the scope of this RFP.
2	The attached document shows a watermark "draft" on each page. Is this the final document that we are expected to respond to? If so, will the pages that require legal signature be approved by the LRCCD team with that watermark?	Although the version showed "draft" watermark, it is the final version. Attached is a version with no "draft" watermark. LRCCD team will accept the pages without "draft" watermark.
3	We also noticed that the RFP states: "The Proposers with the highest combined scores for the Proposed Software Solution and Software Demonstration may be invited to enter into cost negotiations with the District." Please confirm that no pricing is needed as a part of the response at this time.	Pricing is not required to be submitted with the vendor's initial proposal submission. If required, pricing will be requested by LRCCD at a later date.
4	I am wondering where I could find potential addendums to complete our submission.	Addenda will be emailed to those that are provided the RFP. The addenda list will be available at <a href="https://losrios.edu/community/doing-business-with-los-rios">https://losrios.edu/community/doing-business-with-los-rios</a> .

# LOS RIOS

## COMMUNITY COLLEGE DISTRICT

### REQUEST FOR PROPOSALS

RFP #23021

Customer Relationship Management (CRM) and Marketing  
Automation

#### ISSUE DATE

March 3, 2023

#### DUE DATE

March 22, 2023  
at 1:00 P.M.

Purchasing Department  
Los Rios Community College District  
1919 Spanos Court  
Sacramento, CA 95825

[BIDS@losrios.edu](mailto:BIDS@losrios.edu)

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# 1. NOTICE FOR REQUEST FOR PROPOSALS

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**RFP Number:** 23021

**Project Name:** Customer Relationship Management (CRM) and Marketing Automation

**Date Issued:** March 3, 2023

Notice is hereby given that the Los Rios Community College District (“District”) invites electronic proposal submissions from qualified organizations for a Customer Relationship Management (CRM) and Marketing Automation software solution (“Software”) for the District.

The Los Rios Community College District is a two-year public college district in California, serving students in the greater Sacramento region. The district is comprised of four uniquely diverse colleges – American River College (ARC), Cosumnes River College (CRC), Folsom Lake College (FLC), and Sacramento City College (SCC).

The District is looking for Software that will support strategic enrollment and enable the District’s colleges to effectively engage individual students at all stages of the student journey, with a customized and tailored approach. The Software will enable the District to better understand student characteristics and needs; leverage student data; deliver timely and tailored communications; and capture interactions with prospective and enrolled students.

The RFP documents will be available March 3, 2023 and all questions and proposals must be submitted electronically by the RFP’s specified dates and times via email to [BIDS@losrios.edu](mailto:BIDS@losrios.edu). Only electronic bids submitted by or prior to the date and time set forth above shall be considered. Proposals submitted in any other manner will be rejected as non-responsive.

Digital Signatures: The District will only accept digital signatures that meet the requirements listed on the [State of California website](#), and complies with Gov. Code 16.5 which defines a digital signature. For example, documents signed using DocuSign or Adobe Sign are acceptable as both provide a unique digital certificate each time a document is signed.

The District reserves the right to reject any or all proposals, or any part thereof, or to waive any irregularities therein. No proposal, once submitted, may be withdrawn for a period of ninety (90) days after the date set for the opening of proposals. The District is not responsible for or liable to Proposers for (i) inaccessibility of the PlanetBids portal; or (ii) untimely, incomplete or inaccurate data submitted through the PlanetBids portal.

Oral communications by departmental officers and employees concerning the RFP shall not be binding on the District and shall in no way excuse Proposer of their obligations as set forth in this RFP.

## **2. INSTRUCTIONS TO PROPOSERS**

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### **A. Submission Date and Time for Proposals; Delivery Methods**

1. Proposals must be delivered via e-mail or digital drop box no later than **1:00 P.M. PST on March 22, 2023.**
2. The Proposal submission e-mail subject line should read: PROPOSAL FOR RFP #23021 Customer Relationship Management (CRM) and Marketing Automation.
3. The Proposal should be submitted to: [bids@losrios.edu](mailto:bids@losrios.edu), attention Kim Carrillo. If a digital drop box issued for submission, please ensure the e-mails shown above have access to the digital drop box.
4. Any proposal received after the due date and time will not be considered. It is the sole responsibility of each Proposer to ensure that its proposal is received before the deadline. Proposals received after the deadline for submittal will be returned unopened.

Nothing in this Request for Proposals (RFP) precludes the District from requesting additional information at any time during the proposal evaluation.

### **B. Format and Quality of Proposals**

Proposals shall be submitted electronically.

All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.

### **C. Cover Letter and Proposer's Signature**

Proposer shall prepare a cover letter that identifies:

1. RFP 23021 Customer Relationship Management (CRM) and Marketing Automation.
2. Full legal name of Proposer, along with name of contact person, address, phone number, and email address.
3. Proposer's willingness to comply with the procedures identified in this RFP.
4. Identifies Proposer's contact person (if different from the authorized signatory) who will be Proposer's primary contact person for any correspondence related to this RFP.
5. The cover letter shall be signed by an authorized representative of Proposer.

### **D. Mandatory Contents of Proposal**

Proposer shall include with its proposal, at a minimum, the information which demonstrates Proposer's Software to meet the business needs identified in this RFP. Proposer shall submit:

1. Cover letter
2. Proposal Form
3. Proposed Software Solution
4. Appendix B: Statement of Non-Collusion
5. Appendix C: Workers' Compensation Declaration
6. Appendix D: Drug-Free Workplace Declaration
7. Any other documents required by this RFP

### 3. TIMELINE

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<b>TASK</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
A. RFP Issue Date	District	March 3, 2023
B. Inquiries or Requests for Amendment to Service Agreement	Proposer	March 15, 2023 by 12:00 PM, noon, PST
C. Response to Inquiries or Requests for Amendment to Service Agreement	District	March 17, 2023
D. Proposers submit Proposals no later than	Proposer	March 22, 2023 by 1:00pm
E. Proposers notified if selected for Demonstration to District	District	March 29, 2023
F. Time period for discovery session with District to prepare for Demonstration	District	April 3, 2023 through April 7, 2023
G. Time period for Demonstration to District	Proposer	Between April 10, 2023 through April 14, 2023
H. Present selected Proposer to the Board of Trustees for approval	District	May 10, 2023
I. Notice of Award Issued	District	May 11, 2023

## 4. PROPOSAL FORM

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RFP 23021 Customer Relationship Management (CRM) and Marketing Automation

RFP Closing Date: March 22, 2023

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

California State Board of Equalization License Number: \_\_\_\_\_

Proposer agrees that each addendum received and acknowledged herein shall become a part of and included in this proposal. Proposer agrees the proposal includes the following addenda (separately list each addendum received):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Payment terms: \_\_\_\_\_

<b>Electronic Proposal Package</b>	<b>Yes</b>	<b>No</b>
Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Form	<input type="checkbox"/>	<input type="checkbox"/>
Proposed Software Solution	<input type="checkbox"/>	<input type="checkbox"/>
Appendix B: Statement of Non-Collusion	<input type="checkbox"/>	<input type="checkbox"/>
Appendix C: Workers' Compensation Declaration	<input type="checkbox"/>	<input type="checkbox"/>
Appendix D: Drug-Free Workplace Declaration	<input type="checkbox"/>	<input type="checkbox"/>
Other documents required by RFP	<input type="checkbox"/>	<input type="checkbox"/>
Has Proposer taken any exceptions to Proposal documents?	<input type="checkbox"/>	<input type="checkbox"/>

In compliance with the Notice of Request for Proposals published by the District on March 3, 2023, the undersigned Proposer hereby proposes and agrees to furnish and deliver the Software and items listed in the Proposal attached hereto at the prices specified therein pursuant to the terms of the Agreement. Further, the undersigned declares that he/she is authorized to enter into a contract on behalf of the above-named business.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title



## **5. PROPOSED SOFTWARE SOLUTION**

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Proposers must describe their proposed Software and detail its ability to satisfy the business needs of the District. Proposers' response to the items below must be no longer than 20 pages in total. If the response exceeds 20 pages, only the first 20 pages will be reviewed and evaluated.

### **A. Software Solution**

Detail the Software as a Service (SaaS) solution that is being proposed by the Proposer, including the CRM/Marketing Automation platform(s) and any third-party software needed to meet the District's business needs.

### **B. Alignment with Business Needs**

The District has identified 29 high-level business needs in Appendix A –Business Needs. The business needs address functions in Admissions and Records; Advertisement and Marketing; Financial Aid; Student Outreach; and Student Services. Proposers must respond to each need and specifically describe how the proposed Software will address it. Additionally, for each need, please specify if the proposed Software could meet the need through configuration of out-of-the-box functionality, through customization, or through a third-party solution.

### **C. Software Features and Support**

The vendor must provide responses to the following:

- i. Based on the information contained in this RFP, describe the recommended resource level needed for the following activities:
  - Business and technical District resources needed for initial implementation
  - Vendor resources needed for system implementation
  - Business and technical District resources needed for ongoing support

Include any assumptions used in determining the recommended resource levels.

- ii. How does the proposed solution support the measurement of its efficacy and achievement of outcomes for the customer organization?
- iii. Does the proposed solution comply with Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA? If not, how are issues of non-compliance remediated?
- iv. How does the proposed solution manage sensitive data, including health information (Health Insurance Portability and Accountability Act), student information (Federal Educational Rights and Privacy Act), and Personally Identifiable Information (PII).
- v. Describe the landscape of third-party partners available to support system implementation and ongoing maintenance and support. How does the software vendor ensure quality of services with third-party partners?
- vi. Describe the software vendor's resources available for maintenance and support and how it ensures its customers' needs are addressed?

## **6. SOFTWARE DEMONSTRATION**

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Proposers may be invited to provide a demonstration of their proposed Software to the District. The demonstration will focus on the following:

- Ability to meet Los Rios' business needs
- User interface/user experience (UI/UX)
- Ability to integrate with other Los Rios enterprise applications
- Utilization and access to data/dashboards and reports/analytics
- Student journey and student experience
- Ability to support a multi-college district

Each Proposer will be allotted one (1) two-hour discovery session with the District in preparation for the demonstration. Additional details will be provided to those Proposers invited to provide a demonstration. No response to the software demonstration is required at the time of proposal submission.

## **7. SELECTION PROCESS**

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### **A. Selection Criteria**

After the proposals are received and opened by the District, the District shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether Proposer Software can meet the business needs of the District. The District may also investigate qualifications of all Proposers to whom the award is contemplated, and the District may request clarifications of proposals directly from one or more Proposers.

For professional services and services that do not require bidding, the selection will be made based on an evaluation of the entire information supplied and the criteria set forth in the RFP, including the Statement of Qualifications, and not solely on the basis of lowest price.

For services or equipment that fall under Education Code section 81645 (electronic data processing systems and equipment, electronic telecommunications equipment, supporting software, and related materials, goods, and services), and if any of the proposals exceed the bid threshold, the selection shall be made based on an evaluation of the entire information supplied and the criteria set forth in this RFP, and not solely on the basis of lowest price.

In reviewing the proposals, the District may consider the following:

- i. Proposed Software Solution – Section 5 (40%): The vendors' responses will be reviewed to determine the solution's alignment with District's defined business needs included in Appendix A and points will be awarded.
- ii. Software Demonstration – Section 6 (60%): The Proposers with the top three (3) Proposed Software Solution scores will be invited to demonstrate the user experience and features of their product that align to the District's business needs included in Appendix A. Points will be awarded based on the completion of the software demonstration.

All Proposers so notified shall make presentations in accordance with direction from the District. Any delay caused by Proposer's failure to respond to direction from the District may lead to a rejection of the Proposal.

### **B. Cost Negotiations**

The Proposers with the highest combined scores for the Proposed Software Solution and Software Demonstration may be invited to enter into cost negotiations with the District.

The Proposer must provide an itemized breakdown of each product being proposed along with the product number and discount being provided for each product. The Proposer must also identify the price protection or price caps being proposed for future renewals.

### **C. Negotiation of Agreement**

Terms and conditions for the resulting Agreement entered into by the District and the selected Proposer will be negotiated between the parties. However, the Proposer acknowledges that the Agreement will minimally contain the terms included in Appendix E unless otherwise determined by the District.

#### **D. Rejection of Proposals**

The Board of Trustees reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any immaterial irregularities of any proposal.

#### **E. Award of Contract**

No proposal or Agreement for this project shall be binding upon District until the Agreement is signed by Proposer and District. District will notify selected Proposer of their selection. No contract awarded under this Proposal shall be assigned except with express written approval of the Board of Trustees. Any attempted assignment in violation of this provision shall be voidable at the option of the Board.

#### **F. Insurance Requirements**

The selected Proposer, at Proposer's sole cost and expense and for the full term of the Agreement or any extension, shall obtain and maintain at least all of the insurance requirements listed this RFP. A copy of Certificate of Insurance showing compliance with the insurance requirements and naming the District as an additional insured shall be submitted to the Purchasing Supervisor or designee within ten (10) days of request.

All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Proposer agrees to provide the District with a copy of said policies, certificates and/or endorsements.

Proposer shall satisfy these insurance requirements prior to approval of Agreement.

#### **G. Agreement**

The selected Proposer shall submit an executed Agreement ("Agreement") with District to the Purchasing Supervisor or designee within ten (10) days of request. The District's Board of Trustees will approve the award of the contract.

## **8. OTHER GENERAL REQUIREMENTS**

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### **A. Equal Employment Opportunity**

Proposer must be an Equal Opportunity Employer and comply with provisions stated in Section 12, "Equal Employment Opportunity" of the Service Agreement.

### **B. Ambiguity, Errors and/or Omissions**

If Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or has any questions regarding the RFP, Proposer shall immediately notify the District of such ambiguity, error, or omission in writing and request clarification or modification of the document. Modifications will only be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes and posted on the District Website, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other parties who have requested notice, but the District shall not be responsible for ensuring all Proposers have received the notice. Proposers should check the website for addendums prior to submitting their proposal.

If a Proposer fails to notify the District prior to the submission date of an ambiguity, error, or omission in the RFP known to them, or an error that reasonably should have been known to them, they shall submit a proposal at their own risk; and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the ambiguity, error, or omission or its later correction.

Proposer should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work and the conditions to be encountered in performing the work.

### **C. Proposer Agreement**

In compliance with this RFP, Proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein pursuant to Proposer's submissions and the resulting Agreement.

A Proposal is subject to acceptance at any time within ninety (90) days after opening of it, unless otherwise stipulated. Proposals cannot be corrected, altered, signed or withdrawn after the due date.

### **D. Proposer Signee**

If Proposer is an individual or an individual doing business under a firm name, the proposal must, in addition to the firm name, be signed by the individual; if Proposer is a partnership, the proposal must be signed with the partnership name by one of the partners; and if Proposer a corporation, the proposal must be signed with the name of the corporation by an officer authorized to execute a proposal on behalf of the corporation.

### **E. Proposer's Understanding**

It is understood and agreed that Proposer has, by careful examination, satisfied themselves as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the execution of the work, and general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the District, either

before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

#### **F. Intent of Agreement**

All work that may be called for in the specifications will be executed and furnished by the successful Proposer, and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, Proposer is to understand the same to be implied and required, and shall perform all such work and furnish any such materials as fully as if it were particularly delineated or described.

#### **G. Extra Work**

No bill or claim for extra work or materials shall be allowed or paid unless such extra work or the furnishing of such extra materials has been authorized in writing by the District.

#### **H. Disposition of Proposals**

All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at Proposer's expense. Proposers are notified that all proposals are public records. Unless otherwise compelled by a court order, the District will not disclose any proposal while the District conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the District either awards an agreement to a successful proposer, or the District rejects all proposals, the District will consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, et seq.), unless there is a legal exception to public disclosure.

All proprietary and other information received from Proposer by the District will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District will give notice to Proposer of any request for the disclosure of such information. Proposer will then have five business (5) days from the date of such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. Proposer will have sole responsibility for defense of the actual "trade secret" designation of such information. Failure to timely respond or enter into an acceptable agreement will be deemed to have waived of any rights regarding the information designated "trade secret" by Proposer, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

#### **I. Data Protection and Privacy**

Data Protection and Privacy terms and conditions for the resulting Agreement entered into by the District and the selected Proposer will be negotiated between the parties. However, the Proposer acknowledges that the Agreement will minimally contain the terms included in Appendix F unless otherwise determined by the District.

## **9. APPENDICES**

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Begins on next page.

## **APPENDIX A: BUSINESS NEEDS**

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The following is a list of high-level business needs identified by the District that the proposed Software must address:

1. Ability to centralize the collection and storage of prospective student information from various entry points across the district.
2. Ability to integrate with existing Los Rios systems and/or replace functionality, if necessary (e.g., PeopleSoft, Canvas, SARS (appointment scheduling), Starfish (case management, early alert), Campus Logic (financial aid), Highpoint Degree Planner/Schedule Builder, Constant Contact, Ocelot (chatbot, live chat, texting), Bright Pattern (call center), PathwayU (career exploration)).
3. Ability to segment student data to leverage for communications and perform inclusion and exclusions to data sets of students.
4. Ability to leveraging existing data sources for student information and population selection (e.g., PeopleSoft, Starfish, Canvas).
5. Ability to manage sensitive data and restrict access to only certain individuals/roles/groups.
6. Ability to send nudges and reminders to specific groups and populations.
7. Ability to automate messaging and notifications to students based on interests and/or student behavior.
8. Ability to identify, communicate, and interact with students who need to take actions to resolve various issues (e.g., enrollment, applications, payments, information requests).
9. Ability to identify, communicate, and interact with students based on their engagement with services or academic progress (e.g., have not seen a counselor, probation, close to graduation).
10. Ability to capture student engagement with college activities (e.g., check-in students for Makerspace, counseling, tutoring, and outreach).
11. Ability to identify, communicate, and interact with continuing students to encourage persistence and/or enroll in additional units.
12. Ability to interact with and support students through the FASFA application process.
13. Ability to manage and promote events and community engagement.
14. Ability to communicate and engage with alumni and the community.
15. Ability to leverage multiple channels to effectively communicate with students based on preferences (e.g., text, chat, email) and track engagement.
16. Ability to integrate with social media platforms to gain prospective student metrics, marketing tagging, etc.
17. Ability to create different system roles and provide system access to support district versus college level communication activities.



18. Ability to capture a student's communication history and intelligently manage the delivery of messages to reduce repetition and saturation.
19. Ability to capture communication/engagement metrics to determine the effectiveness of messages/campaigns.
20. Ability to manage contacts to ensure communications are timely and appropriate (e.g., not including old leads in campaigns, not sending messages about applying to enrolled students).
21. Ability to track the student's journey against events/milestones (e.g., outreach events, financial aid, enrollment, seeing their counselor).
22. Ability to provide prospective students a unique identifier and track progress towards application/enrollment.
23. Ability for students to customize notification preferences (i.e., opt-out).
24. Ability for Los Rios to send required communications to student even if they have opted out.
25. Ability to send surveys and automatically capture responses from students (e.g., inquire with students who have a break in enrollment).
26. Ability to see metrics and yield from nudges i.e., how many students completed an application, enrolled in classes, completed FAFSA/CADAA or made an appointment with a counselor post nudge.
27. Ability to run reports or pull lists of specific student groups to see who has completed certain actions.
28. Ability to manage communication channels using best practices (e.g., texts, emails).
29. Ability to generate reports detailing key performance indicator (KPI) analytics on student actions and engagement.
30. Ability to facilitate application processes and workflows for special programs such as dual enrollment.
31. Ability for students to interact with the District through a personalized online portal and facilitate processes such as form submission, action item tracking, events and milestones through a personalized portal.

## **APPENDIX B: STATEMENT OF NON-COLLUSION**

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This is to certify that the undersigned Proposer has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the District.

Proposer has thoroughly examined and understands all terms and conditions of this Request for Proposals.

**Name of Proposer:**

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**Authorized Representative:**

---

Signature

---

Name (printed)

---

Title

**Date:**

---

## **APPENDIX C: WORKERS' COMPENSATION DECLARATION**

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### **DECLARATION:**

I am aware of the provisions of Section 3700 of the Labor Code of the State of California 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 Proposer:**

---

**Authorized Representative:**

---

Signature

---

Name (printed)

---

Title

**Date:**

---

## **APPENDIX D: DRUG-FREE WORKPLACE DECLARATION**

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Proposer certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Proposer will:

- (A) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(1).
- (B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(2), to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available counseling, rehabilitation and employee assistance programs, and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
- (C) Provide as required Government Code Section 8355(3) that every employee who works on the proposed contract:
  - a. Will receive a copy of the company's drug-free policy statement, and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

### **DECLARATION:**

I, the official named below, hereby swear that I am duly authorized legally to bind Proposer to the above described certification. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**Name of Proposer:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

**Date:** \_\_\_\_\_

## APPENDIX E: AGREEMENT TERMS AND CONDITIONS

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Terms and conditions for the resulting Agreement entered into by the District and the selected Proposer will be negotiated between the parties. However, the Proposer acknowledges that the Agreement will minimally contain the following terms unless otherwise determined by the District:

1. **Termination for Convenience.** The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. Upon notice of termination, CONTRACTOR shall immediately cease access to services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all data produced pursuant to this Agreement.
2. **Termination for Default.** If CONTRACTOR fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from DISTRICT to CONTRACTOR, in addition to all other remedies provided by law, DISTRICT may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to CONTRACTOR hereunder or otherwise.
3. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall name the DISTRICT as additional insureds endorsements that name the DISTRICT as an additional insured on the CONTRACTOR'S General Liability policy.
  - A. **Minimum Scope of Insurance:** Coverage shall be:
    1. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
    2. **Workers' Compensation.** As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
    3. **Professional Liability (Errors and Omissions).** Insurance against loss due to error, omission or malpractice including network security and privacy liability insurance, unless waived in writing by the DISTRICT, with \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.
4. **Liability of District.** DISTRICT's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
5. **ADA Standards.** CONTRACTOR represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA. CONSULTANT shall provide Voluntary Product Accessibility Template for its projects to demonstrate compliance with this paragraph.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, DISTRICT will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant or non-accessible, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

CONTRACTOR shall also fully indemnify DISTRICT for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the CONTRACTOR's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

6. **Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. **Severance.** If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
8. **Waiver.** CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONTRACTOR and/or the failure of the DISTRICT to object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.
9. **Protection of Customer Data.** Upon DISTRICT request during the term of this Agreement, CONTRACTOR shall provide DISTRICT with a copy of its most recent ISO 27001 Certificate and the current SSAE18 SOC2 Type 2 audit report.
10. **Subscriptions.** Unless otherwise provided, (a) services and access to content are purchased as subscriptions for the term stated in the applicable Agreement, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. DISTRICT agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments regarding future functionality or features.
11. **Usage Limits.** Services and content are subject to usage limits specified in the Agreement. If DISTRICT exceeds a contractual usage limit, CONTRACTOR may work with DISTRICT to seek to reduce DISTRICT'S usage so that it conforms to that limit. If, notwithstanding CONTRACTOR'S efforts, DISTRICT is unable or unwilling to abide by a contractual usage limit, DISTRICT will execute a change order for additional quantities of the applicable services or content promptly upon CONTRACTOR'S request, and/or pay any invoice for excess usage.
12. **Successor Rights.** As of the effective date of the Agreement, the price list reflects the current price for the listed products for DISTRICT. Notwithstanding the foregoing, the parties acknowledge that CONTRACTOR reserves the right to change its pricing in its sole discretion upon publication. Furthermore, if during a subscription term, CONTRACTOR discontinues providing a service under its then-current name but then makes generally available for purchase by CONTRACTOR'S customers, a service with the same or substantially similar functionality under a different name (a repackaged product), DISTRICT may

purchase subscriptions to the repackaged product under this Agreement for the same subscription fee provided that the then-current per-unit list price for such repackaged product is the same as or less than the then-current per unit list price for the corresponding service listed. If, however, the then-current per-unit list price of the repackaged product is greater than the then-current per-unit list price of the corresponding service, CONTRACTOR will provide the repackaged product at the same cost established in the Agreement for the discontinued service.

LOS RIOS COMMUNITY COLLEGE DISTRICT

CONSULTANTS NAME

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **APPENDIX F: DATA PROTECTION AND PRIVACY ADDENDUM**

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### **I. PROTECTED INFORMATION**

Service Provider acknowledges that its performance of Services under this Agreement may involve access to District confidential information including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Confidential Information") that is subject to state or federal law/rules restricting the use and disclosure of such information, including, but not limited to; the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the Payment Card Industry Data Security Standards . Service Provider agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information. Service Provider agrees to include all of the terms and conditions contained in all subcontractor or agency contracts providing services under this Agreement.

### **II. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF PROTECTED INFORMATION**

Service Provider agrees to hold the District's Confidential Information, and any information derived from such information, in strictest confidence. Service Provider shall not access, use or disclose Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the District, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Service Provider will notify the District in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give the District an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Recipient will cooperate with any efforts to obtain a protective order.

### **III. SAFEGUARD STANDARD**

Service Provider agrees to protect the privacy and security of District data designated as Confidential Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information. Service Provider shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Confidential Information. While Service Provider has responsibility for the Confidential Information under the terms of this agreement, Service Provider shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

All facilities used to store and process Confidential Information will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Service Provider's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

### **IV. BREACHES OF PROTECTED INFORMATION**

Immediately upon discovery of a confirmed or suspected Breach, Service Provider shall report both orally and in writing to the District. In the event of a suspected Breach, Service Provider shall keep the District informed regularly of the progress of its investigation until the uncertainty is resolved.

Costs Arising from Breach. In the event of a Breach by the Service Provider or its staff, Service Provider agrees to promptly reimburse all costs to the District arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of District personnel responding to Breach, civil or criminal penalties



levied against the District, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the District.

## **V. TERMINATION**

Upon termination, cancellation, expiration or other conclusion of the Agreement, each Recipient shall return all Confidential Information of the Discloser to that party or, if return is not feasible, destroy any and all Confidential Information. If the Recipient destroys the information, the Recipient shall provide other party with a certificate confirming the date of destruction of the data.

## **VI. OTHER**

This Agreement imposes no obligation on Recipient with respect to Discloser's Confidential Information or other confidential information that Recipient can establish by legally sufficient evidence: (a) was, prior to receipt from Discloser, in the possession of, or rightfully known by Recipient, without an obligation to Discloser to maintain its confidentiality; (b) is or becomes generally known to the public or comes into the public domain without violation of this Agreement or without a violation of an obligation of confidentiality owed to the Discloser; or (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality to Discloser. For purposes of this Section, a disclosure of Confidential Information or other confidential information will not render the confidential information "generally known to the public" when the (i) disclosure is enjoined by Discloser, (ii) disclosure is the subject of a written settlement agreement between Discloser and a third party resolving a dispute between Discloser and such third party as to the alleged wrongful disclosure of the confidential information, provided that such information remains confidential pursuant to the terms of the settlement, or (iii) disclosing party is held liable to Discloser for damages in an action alleging wrongful disclosure or misappropriation of the confidential information.

Recipient may provide access to and use of the Discloser's Confidential Information only to those third parties that have a need to use and access the confidential information in the course of providing services to Recipient concerning Discloser's use of the Products and have agreed to non-disclosure obligations substantially similar to (but no less protective of confidential information) those contained herein. Disclosure of Discloser's Confidential Information by any such third party will be deemed a breach by Recipient hereunder.

The Recipient will not obtain, by virtue of this Agreement, any right, title, or interest in any confidential information of the Discloser, except as expressly provided herein.

**ALL CONFIDENTIAL INFORMATION PROVIDED TO THE RECIPIENT IS "AS-IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT.**