



Staff Support Services

RFP 21-001

Filing Deadline: No later than 3:00 PM PST, February 3, 2021.

Filing Method: File proposals electronically through the Calbright College's PlanetBids Bid Portal. The link to the Bids Portal may be found at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=40988>

Contact: Calbright Community College
ATTN: Kathy Hennig
business@calbright.org

CALBRIGHT COLLEGE
RFP 21-001 – Chief of Staff Support Services
Notice to Bidders

The California Online Community College/Calbright (“Calbright College” or “College”) is requesting proposals from qualified individuals or firms to provide Chief of Staff Support Services. Calbright College uses the word “firm” throughout this RFP but will also accept proposals from qualified individuals.

This is not a formal request for bids, nor an offer by Calbright College to contract with any party responding to this RFP. Calbright College reserves the right to reject any and all responses. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Trustees member, agent or representative of the College regarding the RFP except for the College contact person noted below. The RFP response of a respondent who has engaged in any action or activity inconsistent with or in violation of the foregoing is subject to rejection for non-responsiveness.

Respondents to this RFP should submit responses electronically in PDF format. Respondent is responsible for verifying that the email and attachments have been received. RFP responses shall be submitted electronically to the PlanetBids Bid Portal, found at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=40988>

All responses must be received by 3:00 PM on February 3, 2021.

Any questions regarding this RFP must be submitted in writing and sent by email via the Planet Bids website on or before January 22, 2021. Any and all responses will be distributed through PlanetBids.

CALBRIGHT COLLEGE
RFP 21-001 – Chief of Staff Support Services
Schedule of Events

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|---|-------------------|
| 1. Anticipated RFP Release Date | January 2021 |
| 2. Deadline for Inquiries/Questions | January 22, 2021 |
| 3. Calbright Responds to Bidder Questions | January 28, 2021 |
| 3. Proposal Deadline | February 3, 2021 |
| 4. Calbright Issues Preliminary Notice of Intent to Award | February 8, 2021 |
| 5. Contract Due from Proposed Awardee | February 11, 2021 |
| 6. Board Meeting for Contract Award | February 16, 2021 |

CALBRIGHT COLLEGE
RFP 21-001 – Chief of Staff Support Services
General Information and Scope of Services

GENERAL INFORMATION

Calbright College is the 115th California community college and the 73rd college district pursuant to the California Online Community College Act. The College is a digital college that focuses on careers, using a combination of online classes, mobile apps, and in-person apprenticeships to provide working adults with the skills they need to move into higher paying jobs. Calbright College is in need of a firm or individual to provide general Chief of Staff Support Services and is thus seeking proposals from qualified firms and individuals through this RFP.

As further set forth herein, responses to this RFP are due on February 3, 2021. The College will issue a Preliminary Notice of Intent to Award on February 8, 2021. The College will also send a proposed contract to the successful proposer at that time. The contract will be substantially similar to the form of contract included herein. The successful proposer must return the contract to the College by February 11, 2021. Calbright College will then ask its Board of Trustees to review, consider, and approve the contract at the Board's February 16, 2021 Board meeting.

SCOPE OF SERVICES

The scope of services to be performed under the contract awarded pursuant to this RFP include, but are not limited to, the following:

- Directly support Calbright College's Chief Executive Officer, Chief of Program Operations, Chief Financial and Administrative Officer, Vice Presidents, and other College staff as requested.
- Manage and plan all aspects of various projects related to student instruction and student success.
- Support human resources related programs and projects as requested.
- Assist with financial and finance related programs and projects as requested.
- Engage with stakeholders.
- Communicate, coordinate with, and manage external consultants as requested.
- Support compliance team.
- Conduct research and analysis as requested.
- Develop systems, processes, and documentation for Calbright College.

ANTICIPATED TERM

Calbright College desires to enter into a contract with the successful respondent for provision of Chief of Staff Support Services for up to one (1) year, with the option to extend if desired by the parties and approved by Calbright College's Board of Trustees.

CALBRIGHT COLLEGE
RFP 21-001 – Chief of Staff Support Services
General Conditions

- 1. COLLEGE RIGHTS AND LIMITATIONS.** Calbright College reserves the right to contract with any entity responding to this RFP. This RFP is neither a formal request for bids, nor an offer by the College to contract with any party responding to this RFP. This RFP does not commit the College to select any firm and the College makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of Calbright College to award a contract for the services or no contract at all. The award of the contract(s) is subject to approval of the College’s Board of Trustees.

Calbright College shall not be liable for any costs incurred in preparing and submitting responses to this RFP. In no event will the College reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFP.

The College, in its sole discretion, reserves the right to: (i) Accept or reject any and all submittals, or any portion or combination thereof; (ii) Contract with any entity responding to this RFP in whatever manner the College decides; and/or (iii) Waive any informality or non-substantive irregularity, not affected by law, as the interests of the College may require.

The respondent’s submission, and any other supporting materials submitted to the College in response to this RFP will not be returned and will become the property of the College unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. The College will have no liability to the respondent or other party as a result of any public disclosure of any RFP.

The College reserves the right to add additional firms for consideration after receipt of submissions in response to this RFP if it is found to be in the best interest of the College. All decisions concerning firm selection will be made in the best interests of the College.

- 2. FULL OPPORTUNITY.** The College hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), Disabled Veterans Business Enterprises (“DVBE”) and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.
- 3. RESTRICTIONS ON LOBBYING.** From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent or contractor representing such a

person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the College's Board, Committee members or with any employee of the College except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a proposal.

- 4. MINIMUM INSURANCE REQUIREMENTS.** The selected respondent shall maintain policies of insurance with an insurer(s) qualified to do business in the State of California and acceptable to the College. The awardee will be required to provide an insurance certificate and must meet all insurance requirements set forth in Section 4.6 of the sample contract included herein, including but not limited to naming the College as an additional insured. The College reserves the right to request that the awardee maintain additional policies of insurance, including but not limited to errors and omissions coverage.

- 5. MISCELLANEOUS.**
 - a) The proposal shall be signed by a duly authorized representative(s) of the proposer and include the full name and address of the proposing firm or entity.
 - b) The proposals must set forth accurate and complete information as required in this RFP.
 - c) Submission of a proposal constitutes agreement by the proposer to each and all of the terms, conditions, provisions and requirements set forth and contemplated in this RFP and any attached documents.
 - d) The successful proposer will be expected to adhere to all College policies, procedures and regulations.
 - e) The proposal submitted by the interested individual shall be irrevocable for a period of sixty (60) days from the official closing date for the receipt of proposals.
 - f) The contents of the proposal of the successful proposer will become contractual obligations. Failure of the successful proposer to accept those obligations in a subsequent contractual agreement may result in cancellation of the award.
 - g) Any contract resulting from this RFP is subject to appropriation of funds by the College's Board of Trustees for each fiscal year of service.
 - h) The successful respondent, if any, will be required to execute a contract with the College in a form substantially similar to the form of contract included herein.
 - i) Respondent shall certify that no official or employee of the College, nor any business entity in which an official of the College has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the College.

CALBRIGHT COLLEGE
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Instructions for Submitting Responses

All responses to the RFP must include the components set forth below. Responses that do not comply with the instructions below may be rejected for non-responsiveness.

- 1. Introductory Letter.** A maximum one-page, dated Introductory Letter must be submitted including the legal name of the respondent, address, telephone and fax numbers and the name, title, and signature of the person(s) authorized to submit the qualifications on behalf of the firm.
- 2. Table of Contents.** A Table of Contents of the material contained in the response should follow the Introductory Letter.
- 3. Executive Summary.** The Executive Summary should contain an outline of your management style and business approach along with a brief summary of your qualifications to engage in a professional relationship with the College.
- 4. Narrative.** Provide a comprehensive Narrative of the services offered by your firm. The narrative shall include the following:
 - a) Experience & References.** Summarize relevant experience in the last 5 years and provide at least 3 references. Specifically address respondent's actual chief of staff support experience, including experience in providing chief of staff support and responsibility at the chief level and other senior executive levels, chief of staff support experience in a fast-paced environment, and chief of staff support experience and expertise supporting educational entities and public agencies, if any.
 - b) Personnel.** Include resumes of personnel who would be assigned to the work with the College. Specifically define the role of each person and outline his, her or their individual experience and particularly their experience in the specific areas described in 4.a. of this Section, above. Indicate who would serve as the primary contact for the College. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.
 - c) Professional Fees.** Proposal shall include cost for services. Such proposal shall express such cost as an hourly rate, but it is recognized that the College may ultimately contract with the successful respondent in any manner the parties deem appropriate. Please note that the successful respondent shall be responsible for any and all expenses incurred in its performance of the services under the contract. Fees will be finalized as part of the contract negotiation.
 - d) Additional Data.** Provide additional information about the firm as it may relate to this RFP.
- 5. Certification.** Complete, sign and date the Certification included herein.

CALBRIGHT COLLEGE
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College’s Evaluation Process

Calbright College’s selection process will include a screening review and evaluation of responses by College staff and/or consultants. Selection of candidate(s) will be based on demonstrated competence and on the professional qualifications necessary to meet the Calbright College’s needs to perform the services as described in this RFP. After an initial screening of candidates, the College may conduct in-person interviews with one or more candidates. The awarding of a contract is at the sole discretion of the College. The College intends to utilize the following criteria in evaluating responses to this RFP but the College reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

Responsiveness and Quality of the Proposal. The College will consider the overall responsiveness and quality of the proposal, clearly stating the understanding of the purpose, scope and objectives of the program and demonstrating a good practical approach and work plan to achieve these objectives.

Expertise and Qualifications. The College will consider the overall technical expertise and qualifications of the firm, including the firm’s principals and staff and depth and availability of staff and resources to meet anticipated schedule and program requirements. The College will specifically be looking for expertise and qualifications related to the provision of chief of staff support services, the provision of such services for senior, executive level positions, and the provision of such services for educational entities and/or public agencies.

Management Plans. The College will consider the proposed management plans, including how the firm will manage team partners and how the firm’s staff will effectively interface with College staff.

Past Performance. The College will consider the past performance of the proposing firm on relevant similar work previously accomplished for educational entities and/or public agencies. The College will also specifically be looking for and evaluating the respondent’s prior experience in the actual execution of chief of staff support services, responsibility supporting chief level and other senior executive level roles, and the execution of such expertise and responsibility in a fast-paced environment.

CALBRIGHT COLLEGE
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Sample Form of Contract

The successful proposer will be required to execute a contract with the College in a form substantially similar to the below.

FORM OF CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of _____ by and between the California Online Community College (“Calbright College”), and _____ (“Provider”). Calbright College and the Provider are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

WHEREAS, Calbright College is the 115th California community college and the 73rd college district pursuant to the California Online Community College Act;

WHEREAS, Calbright College requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within Calbright College and cannot be performed satisfactorily by Calbright College employees;

WHEREAS, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through Calbright College personnel, and Provider is specially experienced and competent to provide to Calbright College certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, Calbright College desires to engage Provider pursuant to Chapter IV (Business and Fiscal Standards), subsection 3 (Competitive bidding requirements) of the Policies and Procedures adopted by Calbright College Board of Trustees on August 6, 2018 and pursuant to Government Code section 53060 because of Provider’s special expertise and experience, and Provider desires to be engaged by Calbright College.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

ARTICLE 1.
SERVICES TO BE PERFORMED BY PROVIDER

Section 1.1 Performance of Services.

Provider agrees to perform services for Calbright College as described in the Scope of Services attached to this Agreement as Appendix A (the “Services”) and shall provide other services as may be requested by Calbright College from time to time. Any services performed in

addition to those set forth in Appendix A shall be reflected in writing. Provider shall obtain written authorization from Calbright College before rendering such services.

Section 1.2 Method of Performance and General Supervision.

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, Calbright College retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider's work to ensure its conformity with the terms of this Agreement.

Section 1.3 Provider's Certifications, Representations and Warranties.

Provider makes the following certifications, representations and warranties for the benefit of Calbright College. Provider acknowledges and agrees that Calbright College, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to Calbright College all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of Calbright College, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to Calbright College under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

Section 1.4 Independent Contractor.

It is understood and agreed that Provider is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever, notwithstanding the fact the Provider or Provider's employees may provide services to Calbright College under this Agreement. Calbright College is not required to make and deductions or withholdings for employee taxes or benefits from the compensation payable to Provider under the terms of this Agreement. As an independent contractor, Provider hereby agrees to indemnify and hold Calbright College harmless from any and all claims that may be made against Calbright College based upon any contention by any of Providers employees or any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a

substitute therefore exists between the Parties for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

Section 1.5 Student Data Privacy.

The Provider's duties may include the storage or use of Student Education Records ("Student Data") and be subject to the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. section 1232g. Provider recognizes the following:

- (a) The Student Data provided to Provider remains the property of Calbright College.
- (b) Provider will not sell Student Data or use Student Data for purposes unauthorized by this Agreement.
- (c) Provider will take reasonable measures to secure the data from unauthorized access including, where applicable, appropriate training of Provider's employees or agents.
- (d) Provider shall promptly notify Calbright College in the event of unauthorized access to Student Data.
- (e) In the event Provider gives access to Student Data to third parties, Provider must bind said third party in writing to the same privacy protections as found in this Section.
- (f) Provider shall return or delete Student Data, as directed by Calbright College, upon completion of the services contemplated by this Agreement.

ARTICLE 2. TERM AND TERMINATION

Section 2.1 Term.

This Agreement shall become effective on the Effective Date and shall continue through _____ (the "Term"), unless (i) the Agreement is earlier terminated by either Party in accordance with Section 2.3, below, or (ii) the Parties mutually agree to extend the Term and such extension is formally approved by Calbright College's Board of Trustees.

Section 2.2 Effective Date/Approval.

The total value of services to be provided by Provider via this Agreement, shall not exceed an expenditure of _____ and shall be effective following approval by Calbright College's Board of Trustees and upon execution by both Parties ("Effective Date").

Section 2.3 Termination.

- (a) This Agreement may be terminated by either Party upon ten (10) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including

insolvency of Provider or if Calbright College should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by Calbright College, Calbright College shall pay the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to Calbright College or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.3 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by Calbright College without cause, upon ten (10) days written notice to the Provider. In the event of a termination without cause, Calbright College shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to Calbright College or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in accordance with the Dispute Resolution procedures set forth in this Agreement at Section 6.1. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. Calbright College agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

ARTICLE 3.

COMPENSATION

Section 3.1 Terms of Payment.

In consideration for all Services to be performed by Provider, Calbright College agrees to pay Provider _____. Provider shall submit to Calbright College a statement of Services rendered with a detailed invoice on a monthly basis. Calbright College agrees to pay the amount due to Provider for the Services rendered within forty-five (45) days after the invoices have been received by Calbright College, however, the total amount billed under this Agreement shall not exceed _____ unless additional funding is approved by the Board of Trustees or the Executive Committee.

Section 3.2 No Payroll or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

Section 3.3 Expenses.

Provider shall be solely responsible for all expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, including but not limited to automobile expenses, travel expenses, license and permitting fees, cell phone expenses, and meals.

Section 3.4 Accounting Records of The Provider.

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between Calbright College and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by Calbright College at mutually convenient times.

ARTICLE 4. OTHER OBLIGATIONS OF PROVIDER

Section 4.1 Nonexclusive Services.

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion.

Section 4.2 Workers' Compensation and Unemployment Insurance And Licenses.

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for

Provider and for Provider's employees, agents and independent Providers, as may be required by law.

Section 4.3 Materials and Equipment.

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

Section 4.4 Licenses, Permits, Fees and Assessments.

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Provider's performance of the Services required by this Agreement.

Section 4.5 Confidentiality.

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of Calbright College. Provider covenants and agrees to keep such information confidential and not to disclose, make available, sell or otherwise communicate such information to any third party, other than in the Provider's assigned duties, directly or indirectly during or subsequent to the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to Calbright College's business (collectively, the "Confidential Information"), which Calbright College and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

(a) The Confidential Information will be developed and acquired by Calbright College at great expense, is of great significance and value to Calbright College, and constitutes trade secrets;

(b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;

(c) The Confidential Information is material and critically important to the effective and successful conduct of Calbright College's business operations and activities; and

(d) Any use of the Confidential Information by Provider other than for Calbright College's benefit in connection with the business relationship between Provider and Calbright College established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the

Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with Calbright College if prior written consent of Calbright College is obtained by Provider.

Section 4.6 Insurance.

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to Calbright College which will protect Provider and Calbright College from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Comprehensive general and auto liability insurance with limits of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit, bodily injury and property damage liability per occurrence, and Workers' Compensation and Employers Liability Insurance as required by the laws of the State of California, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

(b) **Additional Insured Endorsement:** Any general liability policy and auto policy provided by Provider hereunder shall contain an endorsement which applies its coverages to Calbright College, members of Calbright College's Board of Trustees, and the officers, agents, employees and volunteers of Calbright College, individually and collectively, as additional insureds.

Section 4.7 Indemnification.

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless Calbright College, its Board of Trustees, officers, agents, employees, volunteers, and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

Section 4.8 Return of Calbright College Property.

On the termination of this Agreement or whenever requested by Calbright College, Provider shall immediately deliver to Calbright College all property in Provider's possession or

under Provider's control belonging to Calbright College in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

ARTICLE 5. PROVIDER'S WORK PRODUCT

Section 5.1 Ownership of Provider's Work Product.

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of Calbright College.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to Calbright College and shall constitute "works made for hire."

(c) The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of Calbright College was used, which was developed entirely on Provider's own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to Calbright College's business or to Calbright College's actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for Calbright College.

Section 5.2 Use of Copyrighted Materials.

Provider warrants that any materials provided by Provider for use by Calbright College pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by Calbright College pursuant to this Agreement satisfy this requirement. Provider agrees to hold Calbright College harmless from all liability or loss, including debt or exercise for attorneys' fees to which Calbright College is exposed on account of Provider's failure to perform this duty.

ARTICLE 6. GENERAL PROVISIONS

Section 6.1 Dispute Resolution.

In the event of any disputes or disagreement between Calbright College and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

Section 6.2 Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

Section 6.3 Amendments.

This Agreement may not be altered or modified, except by a writing signed by the Parties.

Section 6.4 Status of Provider.

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint ventures, partner, agent or principal of Calbright College while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to Calbright College's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

Section 6.5 Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

Section 6.6 Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either by electronic mail or by registered or certified mail. Such notices or demands shall be deemed given when received or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar

electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To Calbright College:

California Online Community College/Calbright
1102 Q Street, 4th Floor
Sacramento, CA 95811

To the Provider:

Each Party may designate in writing such other place or places that notices and demands may be given.

Section 6.7 Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

Section 6.8 Agreement Interpretation.

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

Section 6.9 Counterparts.

This Agreement may be executed in one or more counterparts, electronic or otherwise, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

Section 6.10 Entire Agreement.

This Agreement and its Appendix contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary Agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

Section 6.11 Severability.

If any provision in 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 without being impaired or invalidated in any way.

Section 6.12 Effect of Recitals.

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

Section 6.13 Force Majeure.

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

SIGNATURES SHALL BE SET FORTH ON THE FOLLOWING PAGE.

CALIFORNIA ONLINE COMMUNITY COLLEGE/CALBRIGHT

By: _____ Date: _____

Name and Title:

PROVIDER

By: _____ Date: _____

Name and Title:

APPENDIX A
Scope of Services

[Scope of services to be attached.]

CALBRIGHT COLLEGE
RFP 21-001 – Chief of Staff Support Services
Certification

I certify that I have read the attached **Request for Proposals 21-001 – Chief of Staff Support Services**, and the instructions for providing a response. I understand that documents I submit in response to this request may be subject to disclosure under the California Public Records Act. (Gov. Code, §§ 6250, et seq.) I further certify that I am authorized to commit the firm to the qualifications submitted.

Signature: _____

Typed or Printed Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

If responding as a corporation, please provide your corporate seal below:

All materials submitted in response to this Request for Proposals shall become the property of Calbright College.

800-5/6035322.1