



Antelope Valley College District

Business Services - Purchasing and Contract Services

3041 W. Avenue K | Lancaster, CA 93536-5426

661-722-6310 | purchasing@avc.edu

REQUEST FOR PROPOSAL FOR THIRD PARTY ADMINISTRATOR RFP # AVC2016/2017-4

Notice is hereby given that Antelope Valley Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but no later than **11:00 a.m. (PST) on January 12, 2017** sealed submittals for **Third Party Administrator - RFP #AVC2016/2017-4**. Such submittals must be submitted in the format specified in the RFP, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website at: <https://www.avc.edu/administration/busserv/rfpbiddocs> and the Public Purchase website. Bidders desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Bidders to receive up-to-date RFP notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFP.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposals, and to waive any irregularities or informalities in any Proposal. All inquiries must be submitted in writing by **11:00 a.m. (PST) on January 12, 2017** to Denise Anderson at dmanderson@avc.edu.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Denise Anderson
District Buyer, Purchasing and Contract Services

Publication Dates:

1st: 11/30/2016

2nd: 12/07/2016



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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the governing Board (“Board”) of the Antelope Valley Community College District (“District”) is presently accepting Proposal for the following project (“Project”):

**Third Party Administrator
RFP # AVC2016/2017-4**

Sealed Proposal must be received by, but **no later than 11:00 A.M. (PST), January 12, 2017**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District’s copy shall prevail.

This RFP may be obtained from the District by contacting the District’s Purchasing and Contract Services District Buyer whose contact information is noted herein. The RFP is also available online at <https://www.avc.edu/administration/busserv/rfpbiddocs> and the Public Purchase website. Bidders desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Bidders to receive up-to-date RFP notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFP. In the event this RFP is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

Submittal of Proposal. To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND (3) additional copies of the Proposal shall be provided.** All materials submitted in response to this RFP shall be on 8 ½” x 11” paper, in portrait orientation, 11 or 12 point Arial, Calibri or Times New Roman font with 1” page margins on all sides. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP materials which correspond format and contents. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Proposal.

Delivered Proposal shall be enclosed and sealed in an envelope or container bearing the title of the project, the project’s number and the name of the Bidder, and delivered in one of the following methods:

<p><u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Denise Anderson Purchasing & Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>	<p><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Denise Anderson Purchasing & Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>
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EMAIL OR FAXED PROPOSAL WILL NOT BE ACCEPTED.



Opening of Proposals. Sealed Proposals will be opened publicly and name of Bidders will be read aloud at the time, date and location noted in the timeline under Project Specific Dates.

It is the responsibility of the Bidder to verify that its Proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.

PROPOSALS DELIVERED OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER. It is the Bidder's sole responsibility to ensure that its Proposal, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Proposals which arrive after the deadline date/time listed. Any Proposal received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Proposal may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of Proposal. The award shall be subject to final contract documents and scope of work between the District and selected Bidder.

Bidders shall be bound to the pricing terms contained within their submitted Proposal, which shall remain in effect as stated until at least six (6) months after the due date for Proposal. Proposal shall be signed by an authorized individual or officer submitting the Proposal. If the Bidder is a corporation or limited liability company, the Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

END OF SECTION



INTRODUCTION AND GENERAL OVERVIEW

Antelope Valley Community College District (the “District”) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 14,000 students per semester. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District’s Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District’s Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District’s website at <http://www.avc.edu/>.

PURPOSE OF RFP

The District is seeking Proposals from Third-Party Administrators to help administer the District’s 403(b), Roth 403(b), and 457(b) programs, in compliance with rules and regulations issued by the Internal Revenue Service (IRS).

The selected Bidder shall enter into a contract effective 04/01/2017 through 06/30/2018. Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties.

Project Specific Dates: The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFP. Please note the following key dates when preparing your responses:

RFP ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: 11/30/2016 2nd: 12/07/16
Last Day for Bidders to submit questions	12/13/2016 before 6:00 p.m.
Last day for District to Respond to questions	12/20/2016 before 6:00 p.m.
DEADLINE FOR Proposal SUBMISSIONS	01/12/2017 before 11 a.m.
Public Opening of Proposal 3041 W. Avenue K, Adm. Room A141 Lancaster, CA 93536	01/12/2017 1:00 p.m.
Interviews (optional)	To be Determined
Anticipated Board Approval	To be Determined

**Dates may change with or without notice*

Evaluation of Proposal: The Proposal review process used to select qualified Bidders will be as follows:



- a. The District will review and evaluate all Proposal received using the criteria noted in following section. Incomplete Proposal may be rejected as non-responsive, and may result in being excluded from this legal resource pool.
- b. A District Evaluation Committee may elect to conduct oral interviews of selected Bidders. The District may request selected Bidders to make an oral/visual presentation in connection with the oral interview.

Evaluation Criteria: Bidders submitting Proposal are advised that all responsive documents will be evaluated to determine each Bidder's ability to best meet the needs of the District. The District's evaluation will include, but is *not* limited to, a consideration of the following criteria:

- a. **Responsiveness.** Responsiveness of the Proposal clearly states the Bidder's practice areas, services, and in meeting the requirements of the RFP.
- b. **Experience/Ability.** The extent of the Bidder's previous experience working with institutions of higher education, and specifically with community colleges, on said services. Such experience will also include assessment of the Bidder's outcomes for particular matters handled by the firm for higher education institutions.
- c. **Client Responsiveness.** The District will evaluate the prior experience and success of Bidders to establish effective working relationships within the setting of a higher education institution, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
- d. **References.** Information obtained by the District from the Bidder's provided references and other clients.
- e. **Proposed Pricing.** The Bidder's proposed fees for services provided, and a detailed explanation of billing practices.

Optional Proposal Interviews: It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the section committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in its key personnel present as the primary representatives during this process.

Cancellation of Solicitation: The District may cancel this solicitation at any time.

Contract Award: The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period. See Instruction to Bidders for more details.



Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit D and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant 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 contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations: The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

Right to Negotiate and/or Reject Proposal: Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

Preparation Expenses: The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

Confidential and Proprietary Information: All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposals submitted may



be subject to the California Public Records Act (*California Government Code* Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

Errors/Discrepancies/Clarification/Information of RFP: Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to Denise Anderson, District Buyer - Purchasing and Contract Services at dmanderson@avc.edu. Bidders are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner. Please see "Project Specific Dates" for specific deadline dates and times.

Protest Against Award: Any Bidder wishing to file a protest against this RFP document or a selected Proposal must do so in writing within 72 hours after Proposals are reviewed. All protests will be taken under advisement. Any protest received after that will not be recognized. A protest of any Bidder's Proposal will be delivered to the Antelope Valley Community College District, Attention: Denise Anderson, Purchasing and Contract Services Department, 3041 West Avenue K, Lancaster, CA 93536-5426, by certified mail or by personal delivery during normal working hours.

END OF SECTION



SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The firm selected pursuant to this RFP will be expected to provide the necessary 403(b), Roth 403(b), and 457(b) plan administrative services in order to ensure that the District is in compliance with all pertinent IRS rules and regulations. The services will include, at a minimum, the following:

- Coordination of the requirements of the new California 403b Compare program mandated by the State of California;
- Development and maintenance of a standardized Information Sharing Agreement;
- Common remitter services to all approved 403(b), Roth 403(b), and 457(b) vendors;
- Management and maintenance of Hold Harmless Agreements with all vendors;
- Representation before the Internal Revenue Service regarding any claims related to the administration of the District's Tax Sheltered Annuities programs; and
- Compliance testing on all 403(b), Roth 403(b), and 457(b) participants from all vendors for both current laws and regulations and any future revisions that may be implemented by the Internal Revenue Service. Our goal is to demonstrate compliance with all IRS provisions among all vendors.

END OF SECTION



BIDDER INSTRUCTIONS

Format and Content. The Bidder's Proposal should fully state its experience and expertise referenced in the Scope of Work. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's Proposal.

SUGGESTED FORMAT

- I. **Letter of Interest:** The individual who is authorized to bind the Bidder's business contractually, must sign the cover letter, which must accompany the Bidder's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Bidder's firm. **An unsigned cover letter shall cause the Proposal to be rejected.** The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:
 - a. The Bidder's name, address, e-mail, telephone, and facsimile number.
 - b. The name, title or position, and telephone number of the individual signing the cover letter.
 - c. A statement indicating the signer is authorized to bind the Bidder contractually.
 - d. The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
 - e. A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
 - f. A statement expressing the Bidder's willingness to perform the services as described in this RFP.
 - g. A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
 - h. A statement expressing the Bidder's availability of staff, office locations, hours and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.
- II. **Table of Contents:** Include a detailed table of contents for all sections of the submittal.
- III. **Submission of Bidder's Information**

Firm Profile:

- a. Describe the ownership structure and primary business of your organization, including all subsidiaries. (If the vendor is an insurance company or an issuer of debt, provide Moody's, Standard & Poor's, or Fitch ratings).
- b. Provide a brief history of your firm. Describe your overall corporate philosophy and the unique services and feature you offer to community colleges, universities, K-12, and other public-sector agencies.
- c. Describe enhancements you plan to implement during the next 12 months and the value it will add to your service.
- d. What has been the scope and length of your experience with community colleges, universities, K-12, and other public sector 403(b), Roth 403(b), and 457(b) programs?
- e. What portion of your total operation is devoted to public employer tax sheltered annuities programs, how many employers do you serve, and what is the number of participants?



- f. How many community college, university, K-12, or other public-sector defined contribution and deferred compensation plans do you currently administer? Identify if you are an exclusive or secondary administrator.
- g. Will a dedicated relationship manager be assigned to our program? If so, please include the manager's functional role and responsibilities, retirement savings plan administration experience, tenure with the firm, job title and detailed biography and/or resume outlining experience and credentials.
- h. How many other clients will that person be responsible for?
- i. Will the District's program be assigned to an account team? If so, please describe and include the following:
 - i. Functional roles and responsibilities;
 - ii. Average retirement saving plan administration experience;
 - iii. Average tenure with your firm;
 - iv. Average turnover rate; and
 - v. Job titles and detailed biographies and/or resumes outlining experience and credentials.
- j. Please provide your firm's most recent annual report/statement of financial condition and copies of required investment applications, specimen contracts, and administrative agreements.
- k. Describe your Fidelity Bond and Errors & Omissions Coverage. Include amounts of coverage and how funds processed through your common remitter service are protected from fraud and misappropriation.

Administration/Recordkeeping:

- a. Describe the type of recordkeeping system used by your organization.
- b. Describe the software used to perform participant recordkeeping with particular reference to your ability to control and audit employee contributions, and to ensure timeliness, accuracy, and confidentiality of records. Please detail each step of the contribution process.
- c. In what form may contributions and salary reduction information be delivered from the employer to the administrator?
- d. What assistance will the administrator provide the employer in accommodating the necessary format?
- e. Describe content provided at your site that is relevant specifically to the employer. Is information available to the employer that would assist in evaluation of the program on an ongoing basis?
- f. What transaction and informational feature do you offer to the employers?
- g. Describe your company's backup emergency and disaster recovery system. How often are these systems tested?
- h. How do you control access to the recordkeeping system?
- i. What checks and balances do you have in place to ensure transactional integrity?
- j. Describe how data is secured through the system.
- k. Describe the quality control procedures you have in place.
- l. What types of reconciliation and editing do you perform?
- m. How do you resolve data discrepancies?
- n. Can you accommodate retroactive reductions to participant's accounts due to administrative error? Describe such capabilities in a daily environment.
- o. What statements do you provide employers?
- p. Can reports/statements be produced on various types of media? Please describe.



- q. What educational materials do you provide that help employers to maintain plan compliance?
- r. Describe the services you offer that will help keep the plan in compliance with current and proposed regulations.
- s. What evidence can you supply that an independent auditor has audited your recordkeeping systems and administrative procedures?
- t. What on-site employer operational support will you provide during the initial implementation, and who will provide the service?
- u. Discuss the training program you will provide as part of the implementation.

Participant Services:

- a. Describe your Internet strategy.
- b. What is the URL for your web site?
- c. What transaction and informational features do you offer to public employees?
- d. Describe content provided at your site that is relevant specifically to our plan and our employees
- e. Communications and Education
- f. Describe your corporate commitment to educating employees and providing timely service regarding questions and activities related to district plans.
- g. What advisory publications will you regularly provide the employer?
- h. How do you keep your clients abreast of changing legislative issues?
- i. How do you monitor client and participant satisfaction?
- j. How are participant complaints and irregularities handled?
- k. Describe the initial participant enrollment program, including the timeframes and schedules for initial enrollment.
- l. Discuss how you will communicate plan changes to employees.
- m. What is your on-site personnel commitment for the implementation?

IV. Additional Information

If the firm desires to present additional information, such additional information shall be present in this section of the RFP. If there is no additional information present, indicate, "There is no additional information to present."

V. Rate/Fee Schedule(s)

- a. Describe your philosophy on fees and expenses.
- b. Identify all fees for plan document preparation, including any fees to maintain, update, and/or ensure compliance of such document.
- c. Identify all participant and fixed-dollar service fees, including, but not limited to contribution, loans, and withdrawals. Based on typical plan experience, what would the average participant likely pay annually in fixed-dollar fees (provide supporting documentation)?
- d. Identify all fees and expenses related to communications and employee meetings.
- e. Demonstrate your commitment to decreasing fees and expenses.
- f. Identify tiered pricing structure (if any).
- g. Identify all other fees, costs, or expenses not identified above.



- VI. Certificate of Non-Discrimination (Exhibit A):** The Bidder shall submit a Certification of Non-Discrimination assuring that it will not discriminate in its hiring or employment practices on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, sexual orientation, gender, gender identity, gender expression, medical condition or physical or mental disability, or any other basis protected by law, in performing the work and services.
- VII. Non-Collusion Affidavit (Exhibit B):** Bidders shall submit the Non-Collusion Declaration with its Proposal Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- VIII. References Form (Exhibit C):** A minimum of three (3) verifiable references preferably from a California public or private educational institution and/or California public agency shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder's related experience.
- IX. Agreement to Terms and Conditions (Exhibit D):** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
- X. Addenda Acknowledgement (Exhibit E):** Bidders shall complete and submit the Addenda Acknowledgement form with its Proposal. It is the Bidder's responsibility for ensuring that they have received any and all Addenda. If not, they may be considered non-responsive. Bidders are to review the Notice to Bidders for instructions on how to obtain said addenda/addendums.
- XI. Additional Materials:**
 - a. Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
 - b. Bidders are encouraged to include letters of reference and/or testimonials in their Proposal.

END OF SECTION



SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Proposal:

- LETTER OF INTEREST
- SUBMISSION OF BIDDER'S INFORMATION
- RATE/FEE SCHEDULE
- EXHIBIT A – Certification of Non-Discrimination
- EXHIBIT B – Non-Collusion Affidavit
- EXHIBIT C - References
- EXHIBIT D – Agreement to Terms and Conditions
- EXHIBIT E – Addenda Acknowledgement
- ADDITIONAL MATERIALS (OPTIONAL)



EXHIBIT A- CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

Bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, ____.

BIDDER _____

(Type or print complete legal name of Bidder)

BY _____

(Signature)

Name _____

(Type or print)

Title _____



EXHIBIT B - NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

EXHIBIT C - REFERENCES

Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.	
REFERENCE #1	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	
REFERENCE #2	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	
REFERENCE #3	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)



EXHIBIT D – AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) (“Agreement”). Any exceptions must be included, if at all, with Bidder’s Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder’s Proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Bidder **accepts** the form of Agreement **without exception**.

OR

_____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____

(Type or print complete legal name of Bidder)

BY _____

(Signature)

Name _____

(Type or print)

Title _____



EXHIBIT E – ADDENDA ACKNOWLEDGMENT

Changes or corrections to the RFP will be issued via a numbered addendum format prior to the Proposal deadline (See Section 1 - Project Specific Dates). Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____



ANTELOPE VALLEY COLLEGE

**THIRD PARTY ADMINISTRATOR
RFP No. AVC2016/2017-4**

ATTACHMENT 1 - AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) between Antelope Valley Community College District, a public educational agency (“District”) and _____ (“Contractor”) is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

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

- 1. Scope of Service.** Contractor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Attachment 1, and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment 1 are referred to as “Services.” Contractor’s Services will be timely and performed or provided consistent with the profession skill and care of Contractor’s profession and in compliance with all applicable laws and regulations.
- 2. Term.** This Agreement will begin and will be completed by the dates specified in Attachment 1. Completion of the Services, including all deliverables as described in Attachment 1, must be made to the satisfaction of the District.
- 3. Fees and Reimbursements.** Contractor will receive compensation in an amount not to exceed the hourly or project rates shown in Attachment 1 for Services performed. District will pay Contractor all amounts owed within 30 days of receipt of Contractor’s undisputed billing invoice. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
- 4. Licenses and Permits.** Contractor and all of the Contractor’s employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.
- 5. Taxes.** Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor’s sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.



PROFESSIONAL SERVICES AGREEMENT

- 6. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including any and all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. If the District furnishes any goods, materials, or equipment to Contractor, Contractor assumes complete liability for those goods, materials, or equipment. Contractor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction.
- 7. Compliance with Applicable Laws.** The Services completed herein must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, the Services, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
- 8. Independent Contractor.** In the performance of this Agreement, Contractor shall act as an independent contractor. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District except as to the results of the work. Contractor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the Services to be provided under this Agreement. Contractor is not authorized to make any representation, contract or commitment on behalf of the District.
- 9. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor ten (10) days prior to the effective date of termination. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination.
- 10. Ownership of Intellectual Property.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Agreement. Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the work or the work product performed under this Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, or patent of said matters in the name of the District. Independent Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium.
- 11. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment 1. Notwithstanding any other provision of this Agreement, in no event, shall the 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 or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.



PROFESSIONAL SERVICES AGREEMENT

- 12. Indemnity.** Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, and subcontractors, including any claim that Contractor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District's sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.
- 13. Insurance Requirements.** Contractor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Contractor and District from any and all claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:
- a. Commercial General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
 - b. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
 - c. Workers' Compensation. Statutory limits required by the State of California.
 - d. Primary Insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
 - e. Waiver of Subrogation. Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the District by virtue of payments of any loss under this insurance.
 - f. Additional Insured. Insurance shall name the District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.
 - g. Certificate of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District. Contractor shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any Services under this Agreement. Contractor will be in material default of the Agreement if it fails to timely furnish these documents to the District.
- 14. Protection of Confidential Information.** Contractor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.



PROFESSIONAL SERVICES AGREEMENT

- 15. Disabled Accessibility and Electronic and Information Technologies.** Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement.
- 16. Non-Discrimination Endorsement.** Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, medical condition, genetic information, sex, gender, gender identity or expression, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.
- 17. Provisions Required By Law Deemed Inserted.** Each provision of law and clause applicable to this Agreement, or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.
- 18. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.
- 19. Registration for Public Works.** If Contractor is performing a public work, as defined by California Labor Code section 1720, Contractor must adhere to the requirements of California Labor Code Section 1725.5 (DIR Contractor Registration) as a prerequisite to any work being performed under this Agreement. Contractor shall adhere to the requirements of California Labor Code Sections 1771 through 1776, and to California Education Code Section 81704, when the Services performed by Contractor require compliance with these Sections. Contractor acknowledges that it shall register, if required, with the California Department of Industrial Relations (DIR) by utilizing DIR's online application registry link located at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
- 20. Advertising.** Contractor shall not use the name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.



PROFESSIONAL SERVICES AGREEMENT

21. **Non-waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
22. **Notice.** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Mina Hernandez
Manager, Purchasing
Antelope Valley Community College District
3041 West Avenue K
Lancaster, CA 93536-5426

For Contractor:

Contact information as referenced in Attachment 1

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

23. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
24. **Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
25. **Conflict of Interest and Prohibited Interests.** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Contractor if any such conflict is discovered, and subsequently award to the next preferred vendor.
26. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Contractor. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in Los Angeles County, California.



PROFESSIONAL SERVICES AGREEMENT

- 27. Disputes.** Except in the event of the District’s failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor’s duty to provide and perform the Services, during all attempts to resolve the dispute.
- 28. Mediation; Arbitration.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Los Angeles County, California, and to be governed by the Federal Arbitration Act (“FAA”). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys’ fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys’ fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.
- 29. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Contractor and the District. Neither Contractor nor District may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.
- 30. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 31. Entire Agreement.** This Agreement, Attachment 1 and its attachments, constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.
- 32. Time of Performance.** Time is of the essence and Contractor shall perform the Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

CONTRACTOR:

**ANTELOPE VALLEY COMMUNITY COLLEGE
DISTRICT:**

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 1

CONTRACTOR'S PROPOSAL TO RFP AVC2016/2017/4