



LOS ANGELES COMMUNITY COLLEGE DISTRICT (LACCD)

REQUEST FOR PROPOSAL

RFP #: 09-19

**STUDENT FINANCIAL AID DISBURSEMENT PROGRAM
AND
AUTOMATED TELLER MACHINE INSTALLATION AND SERVICES**

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1. INTRODUCTION

1.1 Overview and Background.

The Los Angeles Community College District (“LACCD”) is the largest community college district in the nation, educating more than 200,000 students each year. The LACCD is comprised of nine (9) colleges located throughout the Los Angeles County area with a central district office (“District Office”) situated in downtown Los Angeles. The District’s colleges include the following:

- Los Angeles City College
- East Los Angeles College
- Los Angeles Harbor College
- Los Angeles Mission College
- Pierce College
- Los Angeles Southwest College
- Los Angeles Trade Technical College
- Los Angeles Valley College
- West Los Angeles College

In the 2008-2009 Fiscal Year, the LACCD disbursed more than \$100,000,000 in financial aid monies to over 45,000 students at its nine (9) college campuses. More than 96,000 transactions were made to deliver student financial aid awards in that year. Additional data and demographics of student population are available on the LACCD website at: www.laccd.edu.

Currently, financial aid is handled individually by the nine (9) college financial aid offices located at each campus. Generally, disbursements of student financial aid are done weekly. The campus financial aid offices process and make the final award to students on a legacy system database. The District Office creates a (weekly) preliminary disbursement run in order for the campuses’ financial aid office to make changes, cancellations, and adjustments prior to the final disbursement. Changes in delivery method can be done at this time. For example, some paper checks are pulled and forwarded to the respective campus’ Business Office as requested. A final test run is created which allows the Accounting Department to verify sufficient funds are encumbered for each of the financial aid programs. Subsequently, the District Office performs two types of disbursement transactions either (a) mail a paper check, or (b) process an electronic fund transfer (EFT) from LACCD’s bank account to each individual student’s bank account. In the latter case, the LACCD collects and enters the student’s financial institution’s routing and account number to allow for the EFT. A pre-authorization of the student’s financial institution routing and account number is done before-hand by the LACCD. The default delivery method is a paper check mailed to the student’s address on file with the college.

Federal Work Study is disbursed through the District’s payroll system which is separate from the normal student financial aid system. The District presently has a legacy system for maintenance of all of the student financial aid information. The District’s financial system (accounting) is maintained through an ERP (SAP) system. The posting of accounting information from the legacy student financial aid system to the ERP system is done through an interface.

1.2 Purpose of RFP

It is the goal of the LACCD to implement an greatly improved and highly innovative financial aid disbursement program to its nine (9) colleges (“Project”) which will reduce administrative costs, streamline business processes, increase customer service for students, bring new technology to the campus and eliminate significant costs and handling associated with the disbursement of all student account refunds. In order to achieve this goal the District is seeking to award a professional services contract to a single qualified lead firm with a minimum of five (5) years of financial aid disbursement experience in higher education, to either be the financial firm or banking institution or partner with a qualified financial firm or banking institution either federally insured through the FDIC or NCUA who will provide the necessary expertise, advice, coordination, support and assistance in meeting the following program objectives:

- Enhance the financial and management effectiveness of the LACCD in disbursing financial aid to its students;
- Increase student services and customer service levels without significant costs to the LACCD;
- Increase cost savings and/or cost avoidance in all aspects of student financial aid account disbursements/refunds;
- Expand student financial services to include offering a banking option to all students that is tied to major signature based debit purchase, POS and ATM networks;
- Implement ATMs at each campus (on a non-exclusive basis) to service students at a no transaction fee cost. (A former ATM supplier to the LACCD is offering to sell (6) six free standing ATM machines to the new contracted vendor in a separate transaction at a cost of \$8,000 per unit);
- Pilot the new disbursement process on a trial basis at one campus and subsequently include all nine (9) campuses of the LACCD in the student financial aid disbursement process; and
- Comply with US banking laws and all student financial aid disbursement rules, regulations, and laws.

2. GENERAL INFORMATION

2.1 RFP Definitions. For the purpose of this RFP the following definitions will apply:

- "District" shall mean the Los Angeles Community College District.
- “Program” shall mean the fully implemented and completed financial aid disbursement and ATM location implementation project being sought in this RFP.
- "Vendor" shall mean any company who submits a response to the RFP to fulfill the conditions and terms of this RFP.
- “Successful Vendor" shall mean the company awarded this contract.
- “DDA” shall mean a FDIC insured demand deposit account.
- “ACH” shall mean Automatic Clearing House.
- “EFT” shall mean Electronic Fund Transfer.
- “ATM” shall mean Automated Teller Machine.

- “SSH” shall mean Secure Shell Technology.
- “Refund and Disbursement” used interchangeably.

2.2 Issuing Office

The LACCD is issuing this RFP through its Contracts Office. The Contracts Office is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify, clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be addressed in writing to:

Los Angeles Community College District
 Attention: James Watson, Contracts Manager
 770 Wilshire Blvd., 6th Floor
 Los Angeles, CA 90017
 Watsonjb@.email.laccd.edu
 Tel. #213-891-2421

Proposers are instructed not to contact any District personnel or agents not designated as the LACCD contact in this RFP. Unauthorized contact or communication with other LACCD may, at the sole discretion of the District, be grounds for disqualification of a proposer.

2.3 RFP Dates

Vendors who are interested in submitting proposals in response to this RFP should do so according to the following schedule. At the LACCD’s discretion, a Vendor may be disqualified for failing to adhere to the dates for performance specified below:

ACTION	DATE
A. Proposals Distributed	10-12-09 & 10-19-09
B. Pre-proposal conference (mandatory):	10-26-09 2:00 pm to 4:00 pm
C. Last day to receive written Inquiries regarding proposal	11-1-09
D. Response to written inquiries by mail issued, if required	11-4-09
E. Proposal due date	11-9-09
F. Oral presentation	11-16-09 to 11-20-09
G. Notice of Award	12-8-09
H. Board Date for approval	12-16-09

All dates may be changed at the sole discretion of the District.

2.4 Mandatory Pre-Proposal Conference.

A **mandatory** pre-proposal conference to discuss the RFP and answer questions from proposers prior to submittal will be held in a meeting on **October 26, 2009**, from **2:00 pm to 4:00 pm** located at **District Office – Board Room** on 1st floor. Since attendance at the meeting is mandatory all proposers are required to attend. Any proposer wishing to submit a proposal to the RFP must attend the pre-proposal conference. Any proposal received by a proposer not attending the mandatory pre-proposal conference will not be considered.

2.5 Submission of Proposal

The proposer shall submit to the LACCD **one (1) original and ten (10) copies** of a complete, written proposal addressing each of the items in this RFP and must be received by the LACCD **no later than 2:00 p.m. PST on November 9, 2009** at the location listed below. Proposals received after the time and date above may, at the District's sole discretion, be returned without consideration to the Vendor.

Los Angeles Community College District
Attention: James Watson, Contracts Manager
770 Wilshire Blvd., 6th Floor
Los Angeles, CA 90017

It is the sole responsibility of each proposer to ensure that its proposal is delivered on time. It is the practice of LACCD not to consider late proposals unless it is determined that a selection cannot be made from among proposals received on time. LACCD shall not be responsible for, nor except as a valid excuse late delivery or any mail service delay. Proposals submitted via fax, telephone or email will not be accepted. If hand-delivered, proposer should allow ample for delay caused by downtown Los Angeles area traffic and parking.

Proposals must be organized in the order presented in this RFP. Proposals not organized in the prescribed manner may be eliminated from consideration. The Vendor must respond, in order, to all of the items listed in the RFP, using a numbering system that corresponds to the numbering of any questions. Proposals must be comprehensive and concise.

Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate Vendor's capabilities may also be included as addenda to a submitted proposal. Proposals are limited to fifteen (15) pages, no less than a 10pt font.

2.5 Addenda or Amendments to RFP. If the District deems it appropriate to issue one or more addenda or amendments to this RFP, the District will mail written addenda to all Vendors and/or post them on the LACCD website. The LACCD may, by written notice, revise or amend this RFP prior to the deadline for receipt of proposals. If, in the opinion of the LACCD the revision or amendment will require material changes in proposals, the deadline for receipt of proposals may be extended solely at the discretion of the LACCD. This RFP may not be orally amended. The LACCD may request a clarification of a specific proposal, but proposals shall not be changed after the deadline of receipt of proposals

2.6 Withdrawal

Proposals may be withdrawn by a Vendor anytime prior to the proposal due date. .

2.7 Acceptance or Rejection

The LACCD reserves the right to accept or reject any or all proposals at anytime prior to award of a contract. In addition, the LACCD, at its discretion, and also reserves the right to waive any irregularities or inconsistencies in the RFP.

2.8 Term

It is the intent of the LACCD to have all nine (9) campuses successfully participating in the electronic student financial aid disbursement program. However, the LACCD reserves the right to launch the program at one campus as a test or pilot to evaluate the disbursement process and program operations. Should the LACCD find the program to be insufficient, at its own discretion, the LACCD reserves the right to cancel the program within the first year without penalty. Once the LACCD has rolled-out this process to all nine (9) campuses, the term of any resulting contracts will be for additional four (4) years, for a total of five (5) years. If the State of California fails to appropriate or allocate sufficient funds to operate the program, and/or should student financial aid programs cease, the LACCD shall have the right to cancel this agreement with thirty (30) days prior written notice from the anticipated date of termination.

2.9 Validity Period

Proposals are to be valid for a period of one hundred twenty (120) days after the deadline for receipt of proposals.

2.10 Changes or Additions to Scope of Contract

Either party may propose a change to any exhibit, or any additional services to be provided by the Vendor to the LACCD under an additional exhibit; however, no such change or additional services shall become part of the contract, resulting from the solicitation of this bid, unless and until accepted and agreed in writing by both parties. Upon such execution, such amended or supplemental schedule (and any services) shall become part of this contract.

2.11 Reimbursement of Costs

Each Vendor submitting a proposal is solely responsible for all costs associated with preparing and submitting a complete proposal response, including costs that may be incurred in providing the LACCD with additional information and making an oral presentation. LACCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

3. RFP Requirements

3.1 Vendor Qualifications and Experience

Vendors must provide written responses and/or evidence supporting the following request for qualifications and experience in a clear, concise and comprehensive manner:

1. Name and address of operating firm, names of owners or principals of firm. Also include a completed W-9, Request for Taxpayer Identification Number and Certification.
2. Provide a description of any prior experience the vendor's company may have in providing similar services identified in the RFP. Describe whether these services were provided to any community colleges or universities.
3. List and describe any claims or lawsuits that have been made against vendor for non-performance or inadequate performance as a provider of a banking relationship program.
4. Provide resumes describing the education and work experience for each of the key staff that would be assigned to this project. Project manager shall have a minimum of five (5) years experience in managing and providing services identified in the RFP. Any additional key staff members shall have a minimum of three (3) years of experience in their field of expertise.
5. Include a minimum of three (3) clients that the LACCD may contact for reference purposes. Provide the client entity name, primary contact name and title, phone number, e-mail and mailing address. Include references from any higher education institutions where the company provides similar service.
6. Vendor shall provide in a separate sealed envelope a copy of the firm's recent audited financial statements. Vendor shall mark clearly on the envelope "Financial Information".

3.2 Program and Service Requirements

3.2.1 Refund Delivery/Financial Banking/Card Services and ATM Service on Campuses
Please describe in your brief written response whether the firm can meet the identified requirements and if so, how it intends to meet them.

1. The Vendor must offer and service debit card accounts for LACCD students that are linked with a FDIC insured DDA against which checks can be written and signature-based debit transactions can be initiated through a major payment network such as Visa/MasterCard/similar and ATM transactions can be completed.
2. DDA's must be available as a choice for all student cardholders without pre-qualification or paper-signature required.

3. The Vendor must provide access to a secure co-branded website, maintained by Vendor, which must provide the following services:
 - (a) the maintenance of selecting and changing a refund preference (electronic or paper check) by student input
 - (b) real-time information as to the status of refund payments displayed in a refund history table
 - (c) auto-email notification feature for refund delivery, regardless of preference
 - (d) ability for students to request online that their refund be delivered electronically to another domestic financial institution
 - (e) authorization content that complies with Title IV refund delivery regulations
 - (f) ability to re-order a replacement card online
 - (g) ability to reset a PIN instantly online
 - (h) ability to conduct wire transfers, stop payments and order paper checks for the DDA online
4. The Vendor must allow parents or others to electronically send money to accountholders from any checking account at preferably no charge and must display a transaction send money history chart online.
5. The Vendor must work with the LACCD to coordinate daily electronic interchange of data necessary to effectively maintain services to our customers.
6. The Vendor must have access to national ATM, and POS networks.
7. The Vendor must provide for the ongoing replacement of lost/stolen/damaged Refund Disbursement Cards. Cardholders must be able to report a lost card and have it deactivated 24 hours/day, 7 days a week, via a toll-free number and via the website.
8. The Vendor shall install and maintain, or otherwise provide for ATM cash dispensing machines on campus. Location of ATM to be mutually agreed upon by campus executive staff and contracted vendor. ATM user fees must be at a no charge cost to students utilizing the ATM disbursement cards provided by the Vendor and a not to exceed fee of \$2.50 for all other cards used on the machine. Some campuses may already have ATM on campus, while other campuses will be replacing their ATMs with the successful vendor's machine(s). A former ATM supplier has six (6) free standing machines to sell the awarded vendor at \$8,000 per unit. (This sale shall be done independently and separately between the supplier and awarded vendor.)
9. The Vendor must provide daily electronic transfers of payments from the LACCD to authorized students DDA with same day availability or initiate refund payments to another domestic bank account via automated clearing house (ACH) within one (1) business day or issue and mail a paper check to the student's mailing address.
10. The Vendor will maintain all banking information in a secured database in compliance with all banking, FERPA, GLB Act and Federal regulations.
11. The Vendor will electronically notify students of the distribution of financial aid refunds in manner that meets all Financial Aid Title IV regulations.
12. Vendor must disclose any sub-contractor relationships. LACCD reserves the right to approve all sub-contractors.
13. The Vendor must provide support to the LACCD for Refund Disbursement Card design, fabrication and issuance, as well as provide operational and promotional support.
14. The Vendor will provide customer service and product information online with interactive FAQ's and provide for toll-free customer services during normal business hours.
15. The Vendor will provide separate toll-free customer service for the administration only for refund payment and help desk support during normal business hours.

16. The Vendor must assist and manage the LACCD in planning and project management related to the disbursement of refund program.
17. The Vendor must provide marketing and educational materials and support to encourage individuals to take advantage of electronic disbursement of refunds to the DDA.
18. The Vendor must provide co-branded orientation support through materials, financial responsibility awareness support, training and online assistance.
19. The Vendor must provide training assistance to the administration for online reporting tool and support for new student orientation.
20. The vendor must be able to receive a disbursement data file from the District which initiates the process for delivery of funds to students.

3.2.2 Account Holder Services

1. Vendor must issue and mail all students a Refund Disbursement Card. The Refund Disbursement Card must be linked with a DDA bank account that is FDIC insured against which checks can be written and signature debit transactions can be initiated through a Visa/ MasterCard or similar payment network. For example, this relationship must support a broad range of transactions including electronic deposits and withdrawals. Examples of deposit transactions include those initiated directly online, by mail, payroll direct deposits, and same-day availability of funds for LACCD financial aid student account disbursements. Examples of withdrawal transactions are those initiated by the accountholder through ATMs, by check or with their Refund Disbursement Card. The LACCD also requires that ACH/Electronic Funds Transfer transactions be possible to bank accounts provided by this relationship, initiated on-demand by the individual accountholder. Vendor must resolve student transaction charges disputes within reasonable time or within the specified time established by Government rules, laws, etc., whichever is earlier.
2. The LACCD requires a convenient online process for all students to choose and open a DDA bank account without any paper signature required. Explain in detail the DDA account and services that your institution will offer students and others in conjunction with the program and the process to open a DDA online.
3. Describe in detail the services that will be available via the website to support the program. The LACCD requires that the website provide online balance and transaction inquiries, card acceptance, replacement card ordering, ATM locations, no minimum balance requirements, monthly account statements that are print friendly, paper check ordering, stop payment on checks online, instant PIN changes online, customer services online, ability to maintain email addresses and mailing addresses, ability to view and modify refund preference, ability to view all prior refund payments made, ability to modify electronic notifications from Vendor, ability to enroll in direct deposit for payroll online, ability to make transfer at no charge from another bank account to the DDA, ability to pay bills online.
4. The LACCD requires to completely out-sourcing the delivery of all student financial aid account refunds to Vendor. Please explain in detail how this program will work from the perspective of the student DDA accountholder. The District requires that students selecting the DDA as their refund preference have same-day availability of funds and can choose to withdraw or purchase through the Refund Disbursement Card, website features, or paper checks. The vendor should also provide students the option to change from

paper check disbursement to DDA or withdraw through the Refund Disbursement card while the check is still in transit. The vendor should provide a time frame for this option.

5. Describe in detail all customer service functions that will be available to the LACCD to support the proposed banking relationship. The LACCD requires a toll-free help desk customer support for the administration and an online tool that will track open issues easily and conveniently. The LACCD requires a toll-free number and 24 X 7 online customer services for all student Refund Disbursement Cardholders.

6. List the proposed cardholder terms and conditions for the use of the card and related account(s). Be sure to include issuance fees, card limits, use charges, maintenance fees, and any minimum balances. Vendor must comply with student financial aid regulations whereby student financial aid funds are available to the student without charge.

7. The LACCD requires that the Refund Disbursement Card and DDA be accepted worldwide in the Visa/MasterCard or similar network for debit signature based transactions, PIN based transactions and major ATM networks. Please describe the acceptance of the DDA Refund Disbursement Card.

8. The LACCD requires the Vendor to handle the issuance of all Refund Disbursement Cards to students so that students can activate the card and select a refund preference at a minimum. The LACCD will not produce or deliver cards; the Vendor must deliver cards via US Mail to all students. Describe in detail the proposed re-carding of the campus (students and employees). Provide a timetable. Provide a sample card design.

9. Provide at least three references (Institution, Contact Name & Position, telephone, e-mail, brief summary of affiliation) where your institution has offered campus /refund card banking relationships and student account refund disbursement services.

10. Describe in detail the replacement process (and cost if any) for the lost/stolen/damaged cards. The LACCD requires access to view card history and mailing address information online in real-time. Please include screen shots on Vendor reports.

11. The LACCD will not be liable for unauthorized purchases. Outline clearly the responsibilities and liabilities of the following parties related to the deactivation of lost or stolen cards and the activation of a replacement: (provide a time table).

- The cardholder
- The Vendor
- The LACCD

12. The LACCD requires for other individuals (i.e. parents of students, spouses, significant others) to be able to easily and securely send money to respective students at no charge. Please describe precisely how this would work and include screen shots or a demonstration.

13. The LACCD requires the Vendor to provide and manage a comprehensive marketing strategy that will educate and promote services of the program. The marketing must be co-branded to the LACCD colors, logos, name, etc and all marketing must be produced and paid for by the Vendor. Describe in detail the proposed marketing plan and strategy to the LACCD students, including providing financial wellness and consumer responsibility education.

14. Provide sample-marketing pieces. Describe the nature of the support team that will assist the LACCD in implementing the program and assist with ongoing marketing efforts.

15. The LACCD desires for the Vendor to handle exceptions with respect to refund payment delivery, including error resolution, lost/stolen checks, incorrect or missing payments, bad address or account information, etc. Please describe your procedures and responsibilities exactly. (Include a time table)

16. The LACCD desires extra incentives for DDA users such as discounts, rewards, and online features, special deals that the Vendor will maintain and provide on the program website. Please describe. How will local vendors be registered and managed throughout this program?

17. The LACCD desires that accountholders to be able to request and send money online and instantly to other accountholders. How does your company currently provide this service? Are there charges for this service? How quick can the transfer be completed?

18. The LACCD desires that accountholders to be able to enroll in direct deposit online. Please explain how your company provides this service and include screen shots as an example.

3.3 Anticipated Project Timeline

Please submit a detailed timeline for implementation of your services. Provide a project plan illustrating major milestones and deliverables. Provide a description of resources needed or sample project team. Include case studies and press releases, etc showing implementation support by Vendor as addenda to Proposal. The LACCD desires for an implementation in two phases. First phase is a pilot with one campus of the District's choice, and the second phase of full implementation by the Fall of 2010. **Assume contract signing on December 18, 2009.**

3.4 Program Costs and/or Cost Savings

3.4.1. LACCD requires a program that will eliminate all paper check issuance and costs for student financial aid disbursements with the least amount of resource time to implement and operate. Please show, in detail, any estimated cost savings and cost avoidance your services can provide to the business operations at the LACCD. Please include case studies or quotes from other clients as addenda.

3.4.2 Please list, in detail, all costs to the LACCD for the products and services proposed in the above sections of this RFP, any costs for the following items below and any other related costs, incentives or waived fees listed Vendor proposes for the Program.

1. Set-up Fee

2. Technical Integration Fee
3. ATM Installation Fee
4. Marketing Support and Development Fee including printed materials
5. Website Co-branding Fee
6. Training & Support
7. Fees related to card issuance
8. Fees related to Funds Disbursement
9. Ongoing Maintenance Fees
10. Implementation and Project Planning
11. Other Transaction Fees

3.5 Proposed Data File Transfer and Data Security

1. LACCD requires the ability to provide one data file from the LACCD ERP (SAP) system, or current legacy system, to the Vendor for refund disbursements; the file would include an identifier, payment record, recipient name and amount of the refund payment to be delivered. Please describe the Vendor technical process that will support this requirement.

2. The LACCD requires that all sensitive data be transmitted securely and encrypted using Secure Shell Technology (SSH). Dial-up transmission is not acceptable. Please describe how this requirement will be met.

3. The LACCD requires the ability to provide one data file from the LACCD System to the Vendor that includes data needed for card production for all Refund Disbursement Cards for students. Please describe the Vendor technical process that will support this requirement.

4. The LACCD requires the ability for convenient online LACCD management of permission access for the LACCD personnel to Vendor provided online reports. Please describe how Vendor will support this management.

5. The LACCD requires the following reports to be available online for the LACCD administration in real-time. Reports include real time audit trail report for refund payment status and delivery status, LACCD bank statement showing funds transfers needed for refund delivery process, activation and preference reports on student choices, parent sign-up to send money reports, detailed Refund Disbursement Card reports showing mailing address, card status of inactive/inactive, etc. Please describe Vendor online reports and include screen shots or demonstration on reports.

6. The LACCD requires the ability to reverse refund payments from the Vendor system online in case of error or ineligibility for refund. Please describe how Vendor system supports this requirement.

3.6 Non-Collusion Affidavit and Non-Discrimination Form

Proposer must complete and sign the attached Non-Collusion Affidavit and Non Discrimination Form and include them as part of the response package.

3.7 Exceptions or Deviations to Sample Contract Template

Proposer must identify in writing any exceptions or deviations to the terms of the LACCD Sample Contract attached and include it as part of the response package. Any exceptions or deviations identified in the form may make your proposal non-responsive.

4. EVALUATION OF PROPOSALS

By use of numerical and scoring techniques, proposals will be evaluated by a LACCD evaluation panel against the factors specified below. Scores are based on a 150 point scale, as listed below.

Criteria	Points possible
Vendor qualifications, experience (firm/key staff) and references	30 points
Vendor’s ability to meet identified program and service requirements	60 points
Costs and/or cost savings	25 points
Data Transfer & Data Security proposed	20 points
Completeness of Proposal	15 points

Total Points possible: 150 points

After an initial evaluation of the proposals, the LACCD may select vendors to give an oral presentation, provide an online demonstration of the website and reports, and to answer questions from the LACCD Evaluation Panel.

6. NOTICE OF AWARD

Once the LACCD Evaluation Panel reviews and analyzes proposals received, and conducts oral interviews. The Panel will recommend to the Chancellor and Board of Trustees selection of a specific proposer for contract award. The Notification of Intent to Award will be provided to all vendors prior to the award of contract.

7. DISPUTE PROCESS

Any dispute of the selection process must be made in writing and received by the District no later than five (5) working days after the Notification of Intent to Award is issued. Written notices of dispute must outline the nature of the dispute and be addressed as follows:

Los Angeles Community College District
 Attention: Dawn Bastin, Director of Business Services
 Business Services Office, 6th Floor
 770 Wilshire Boulevard
 Los Angeles, California, 90017-3856

8. AWARD OF CONTRACT

It is the intent of the LACCD to award a single contract as the result of the RFP. LACCD Board approval is required prior to award and execution of a contract between Vendor and LACCD. Award if made, is expected on or about **December 16, 2009**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH ITS BID**

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Company) _____, 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 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 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 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 collusion or sham bid.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this _____ day of _____, 2009.

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH ITS BID

Bidder hereby certifies that 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 handicap, 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 _____, 2009.

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

PROFESSIONAL SERVICES AGREEMENT

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By: _____
[Name of College]

[College Address]

Attn: _____
[Contact name and phone number]
("College")

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE:

TERM OF AGREEMENT:

RECITALS

WHEREAS, the District may contract for professional services to the extent permitted by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties. In performing the Services, Contractor hereby designates the following as "Key Personnel" under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the District.

<u>Name</u>	<u>Contractual Function</u>	<u>Estimated Hours</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.

3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.

4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this Agreement.
5. **TERM OF AGREEMENT.** This Agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this Agreement by the Contractor.
7. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
8. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the District. During the term of this Agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
9. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.

11. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this Agreement.
12. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this Agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

13. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this Agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this Agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this Agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile

insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

- b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- c) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this Agreement without waiver of any other remedy the District may have under law.

- 14. AMENDMENTS.** This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.
- 15. ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
- 16. GOVERNING LAW.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 17. NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor 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, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.
- 18. EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.

19. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
20. **BOARD AUTHORIZATION.** The effectiveness of this Agreement is expressly conditioned upon approval by the District's Board of Trustees.
21. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.
22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this Agreement shall automatically terminate and the District shall be relieved of any further obligation.
23. **NOTICE.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
24. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this Agreement.
25. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**
 - A) If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
 - B) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C) No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR

DISTRICT

LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: THE BOARD OF
TRUSTEES OF THE
LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

SPECIFICATIONS:

EXHIBIT B

SCHEDULE OF PAYMENT

TOTAL FEE: \$ _____
(broken down as follows):

\$ _____

\$ _____

\$ _____

COSTS (IF ANY)
NOT INCLUDED IN FEES: \$ _____