

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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ADMINISTRATIVE OFFICES: 770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017-3856 • 213/891-2000
Dr. Francisco Rodriguez, Chancellor



REQUEST FOR PROPOSAL (RFP) NO. 21-04

STUDENT FINANCIAL AID COLLECTION MANAGEMENT SERVICES

RFP Schedule:

RFP Posted	Thursday, June 3, 2021
Questions regarding this RFP by 3:00 pm	Thursday, June 10, 2021
Questions and answers posted to web	Tuesday, June 15, 2021
Proposer Responses Due by 2:00 pm PST	Thursday, June 24, 2021
Presentation(s)/Interviews	TBD
Tentative Award Date	Wednesday, June 30, 2021
Board Date for Approval	Wednesday, July 7, 2021

CONTRACTS UNIT
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
(213) 891-2301

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- Exhibit B: Certificate of Non-Discrimination
- Exhibit C: Completed Confidentiality Agreement
- Exhibit D: Acknowledgement of all addenda issued by the District
- Exhibit E: Exceptions and Deviations to the Standard Form Agreement
- Exhibit F: Professional Services Agreement
- Exhibit G: Schedule of Services and Specifications
- Exhibit H: Schedule of Payment
- Exhibit I: SLEDV

I. INTRODUCTION

1.1 Purpose of RFP

Through this Request for Proposal (RFP), the Los Angeles Community College District (LACCD) is seeking proposals from eligible responders to establish financial aid collections management services for its Central Financial Aid Unit during the period of this Agreement.

The purpose of this document is to provide information and proposal requirements to responders interested in submitting proposals to conduct financial aid collections management services for LACCD.

1.2 ABOUT THE DISTRICT

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms.

LACCD serves a population of several million residents in southern California within an area of 884 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the westside of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south.

In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The Western Association of Schools and Colleges accredits each of the nine colleges.

The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Tech College) to over four hundred fifty acres (Los Angeles Pierce College). Facilities include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

Student demographics of largest enrollment include more than 58.6 percent who identify as Hispanic/Latinx; 14.9 percent as White; 8.8 percent as African American, 6.5 percent as Asian.

In the 2019-20 Academic Year, the District conferred nearly 30,000 awards to students, including two-year degrees, degrees for transfer and certificates. The District maintains an active free-tuition program available to all first-time, full-time students, regardless of age, race/ethnicity or demographic background. More than 10,000 students are currently part of the Los Angeles College Promise Program. In addition, the District's 2020-2021 budget totaled \$5.6 billion. This amount included \$3.9 billion of Proposition A, AA, and Measures J and CC Bonds in the Building Fund.

Over the last several years, the District has successfully sponsored pioneering legislative proposals that have made significant progress toward increasing access to a high-quality community college education for California's students. As a result, the District is publicly recognized as a leader and advocacy resource in progressive higher education legislation.

II. GENERAL GOALS AND SCOPE OF SERVICES

2.1 General Goals

The District is seeking to award a professional services **contract to three (3) qualified firms** with a minimum of five (5) years of financial aid collection management experience in higher education, who will provide the necessary expertise, advice, coordination, support and assistance in meeting the program objectives.

The LACCD welcomes a diverse pool of proposers to respond to the Request for Proposal as outlined above. This includes those firms that have received LGBTQIA certification by recognized municipal agencies.

2.2 Description of Services

The Scope of Services that the District seeks to acquire is described in Exhibit G of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

2.3 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of three (3) years. The contract may be renewed for up to two (2) additional one (1) year terms for a maximum of five (5) years, upon mutual consent of the parties or unless terminated earlier in accordance with the provisions specified in District's Standard Agreement. **Year 5 would be a "no new referral period" where new accounts will not be referred but will allow the agencies to attempt to complete collections.**

III. GENERAL INFORMATION AND GUIDELINES

A. DISTRICT CONTACT PERSON

Dorothea Mc Farline
Procurement Manager
Los Angeles Community College District
Procurement Unit, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
TEL: 213.891.2276
email: McFarID@email.laccd.edu

B. INTERNET ACCESS TO THIS RFP

All materials related to the RFP will be available on the internet at:

<https://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

A Respondent who chooses to download a RFP solicitation will be responsible for checking the aforementioned web site for clarifications and/or addenda.

Failure to obtain clarifications and/or addenda from the website shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall

not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials.

C. UNAUTHORIZED COMMUNICATIONS

Proposers shall not, prior to Award, contact or communicate, either verbally or in writing, with any of the following persons (other than the person named above) for the purpose of discussing the requirements of the RFP Documents or the RFP process: (1) any trustee, officer, employee, or representative of the District; or (2) any consultant, or employee of a consultant, providing the District with assistance, advice, or professional services relating to the matters covered by the RFP Documents or who is involved in any aspect of the RFP evaluation or scoring processes. Unauthorized communication by a Proposer in violation of the foregoing may result in disqualification.

D. INTERESTED PARTIES

Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more than one Proposal. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

E. PROPOSER CLARIFICATIONS

Without limitation to the District's rights relating to the conduct and content of Negotiations, the District reserves the right, but assumes no obligation to, at any point in the RFP process to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal ("Proposer Clarifications"). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some Proposers and not other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be different for each Proposer.

F. FALSE INFORMATION

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.

G. DISTRICT CONFIRMATION

The District reserves the right, but assumes no obligation, to confirm through any means available to the District the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer or a Subcontractor during face-to-face communications with the District or its representatives or consultants administering the RFP process.

H. NO JOINT OFFERS ACCEPTED

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, "DISTRICT" intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime-subcontractor basis, rather than as a joint venture or informal team. The firm acting as the "prime", if it receives the Award, will enter into the Agreement with the District. An example of such an arrangement in this RFP would be in regards to armored car services. Proposers which do not offer this service in-house would subcontract that work to an armored car service provider.

I. DISTRICT DETERMINATIONS

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

VI. INSTRUCTIONS AND GENERAL CONDITIONS

RFP INSTRUCTIONS AND GENERAL CONDITIONS

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by "DISTRICT" as well as the conditions in providing such services.

PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.

A. RFP Schedule

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Presentation/Interview(s)	TBD
Tentative Award Date	Wednesday, June 30, 2021
Board Date for Approval	Wednesday, July 7, 2021

The District reserves the right, at any time to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

B. Proposal Submission

The proposer shall submit to the District one (1) **printed original and seven (7) copies of its proposal, together with one (1) copy of a USB drive containing an electronic version of the proposal in Microsoft Word format, addressing each of the items in this RFP and must be received by the District** no later than **2:00 p.m. on Thursday, June 24, 2021.**

Proposals are to be enclosed in a sealed package displaying the proposer's name and the words: "**PROPOSAL RESPONDING TO RFP 21-04: STUDENT FINANCIAL COLLECTION MANAGEMENT SERVICES**"

Mail or deliver proposals to:

Los Angeles Community College
District 770 Wilshire Blvd, 6th Floor
Los Angeles, California 90017
ATTN: Dorothea Mc Farline
Procurement Manager
Procurement Unit

Submittals not conforming to the specifications of this RFP may be deemed non-responsive or result in points being deducted during evaluation.

*Proposals must be received by 2:00 p.m., PST on **Thursday, June 24, 2021**. Any proposals received after the time and date above may, at the District's sole discretion of the District, be returned unopened or set aside without consideration.*

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking.

District does not provide parking accommodations to proposers submitting proposals.

The District shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

Proposals submitted via fax, telephone or email will not be accepted.

All proposals must be firm offers subject to acceptance by "DISTRICT" and may not be withdrawn for a period of 120 calendar days following the Proposal Submission Deadline. Proposals may not be amended once submitted to "DISTRICT", except as permitted by "DISTRICT."

C. Interviews/Demonstration

The District **may** conduct interviews of the highest ranked vendors. Representatives must be available for interviews and/or presentations at District facilities on **Monday, June 28, 2021**.

V. PROPOSAL CONTENT AND FORMAT

5.1 General

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, on responsiveness to the RFP requirements, and on completeness and clarity of the proposal's content.

This RFP and the selected proposal response will become a part of any Agreement that is executed as a result of this RFP between the District and the Contractor. Any proposal attachments, documents, letters and materials submitted by the proposer shall be binding and may be included as part of any final Agreement.

Each firm submitting a proposal must follow the instructions contained in this RFP in preparing and submitting its proposal. The proposing firm is advised to thoroughly read and follow all instructions. A proposal must contain all of the information in the order and format indicated below. All terms and conditions set forth in this RFP will be deemed to be incorporated by reference in their entirety into any response submitted by your firm.

All proposals received and any information contained therein, are subject to disclosure in accordance with the California Education Code. Interested firms must respond to all of the questions listed below.

5.2 Required Components of the Proposal

5.2.1 Required Format of Proposals

In order to adequately compare and evaluate proposals objectively, all proposals **must** be submitted in accordance with the format below.

In your proposal please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFP.

Proposals are to be submitted in 8 1/2" x 11" size, typed in a font size no less than 12 and submitted in paper form, single-sided, bound with a simple method of fastening. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.

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.

Proposers should use the following outline in organizing the contents of their proposals. See details in Section 5.2.2

- Cover Page
- Transmittal Letter
- Table of Contents
- Support Proof of Capability
- Program and Service Requirements
- Program Costs and or Cost Savings
- Compliance
- Additional Information

Sections should be separated by labeled tabs.

5.2.2 Required Content of Proposals

1. Cover Page

A cover page with the Proposer's name, the title, "RFP 21-04: Student Financial Aid Management Services" and submission due date and time. The Proposer should provide the corporate

number issued by the California Secretary of State (Please see Authorization to **Do Business – page _XXXX.**

a. Transmittal Letter

The letter of transmittal must, at a minimum, contain the following:

- Identification of the offering vendor(s), including name, address email address and telephone number;
- An acknowledgement of RFP addendum and/or addenda, if any;
- Name, title, address, telephone number and email address of contact person during period of proposal evaluation
- A statement that the proposal shall remain valid for a period of not less than four (4) months, (120 days), from the due date for submittal
- Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act

A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District.

- Signature of a person authorized to bind the offering vendor to the terms of the proposal
- 1) Name and address of operating firm, names of owners or principals of firm. Also include a completed W-9.
 - 2) 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.

b. Support Proof of Capability

1. Company Overview

1.1 Describe the company's experience specific to student loan and accounts receivable collections; including, but not limited to:

- Experience collecting for higher education institutions, including the number of current higher education clients.
- Experience collecting for higher education institutions in California.
- Percentage of the company's business comprised of educational accounts.
- The company's success rate (recovery) collecting for similar clients.
- Describe how your staff stays current with the changes in higher education loan programs.

1.2 Please indicate the company's ability to collect in all 50 U.S. states and beyond. Include a complete list of the company's licenses.

1.3 List all office locations and specify which location(s) will serve LACCD.

1.4 Discuss the company's financial stability and provide a copy of the company's most recent audited financial statements.

2. Client Services

2.1 Discuss the project management team to be assigned to the College including:

- Names, titles, functions and relevant experience of key managers.
- A description of the collection team who will be working the College's accounts, including number of dedicated collectors.

2.2 Describe your company's hiring policies and training program.

2.3 Describe any training opportunities provided by your company for the College staff.

- 2.4 Provide a contract implementation plan. What is the earliest date the company will be able to accept accounts?

3. References

- 3.1 Provide three (3) current clients with needs similar in size and scope to the District. Include:

- Institution name
- Contact
- Address
- Email address
- Telephone number
- Dates of service
- Description of service

- 3.2. Firms shall identify and describe **all** local, state and federal proceedings (legal action, dates action commenced and concluded, and status or outcome. List **all** applicable agreements, including any settlement or compliance

c. Program and Service Requirements

1. Project Management

- 1.1 Describe the company's proposed collection methods and procedures, including but not limited to:
- Customer service philosophy
 - Collection methodology/strategy
 - Locating debtors (skip tracing)
 - Collection notices (include samples)
 - Contacting debtors by phone (include scripts)
 - Negotiating payment arrangements
 - Litigation [if permitted]
 - Credit bureau reporting [if permitted]
 - Determining accounts uncollectible
 - Close and return procedures

2. Technology

2.1 Describe the company's in-house information technology resources and support. Include details on system hardware, software, and staffing. Include information system requirements to send and receive account information.

2.2 Describe the company's telephone system and capabilities. Include details on system hardware and software.

2.3 Describe information security including overviews of the company's Information Security Policy and Disaster Recovery Plan used to protect confidential information.

2.4 Describe the company's standard reports and ability to provide custom reports. Include samples.

2.5 Describe any web-based services available to the College and its debtors.

d. Program Costs and Costs Savings

1. Cost Proposal

1.1 Provide the company's contingency fees as a percentage of funds recovered.

Provide rates for first placement accounts, second placement accounts and litigation accounts for each debt type.

1.2 How does the company handle collection costs?

e. Compliance

1.1 Describe the system's compliance with applicable statutes; its ability to meet the requirements of all applicable federal regulations, including the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach-Bliley Act (GLBA), and all applicable California statutes.

f. Additional Information

1.1 Describe the extent of involvement with collections for educational organizations and explain how these affiliations further the company's work and add value for clients.

1.2 What sets this company apart from the competition?

1.3 Describe any additional services that will add value for the District.

2. Appendices to be Included in Proposal

2.1 Appendix 1 - Authorization to Contract. Provide pages as necessary Provide either an excerpt from your Corporate Resolution, Certificate of Secretary, or correspondence from the Chief Executive Officer or chairperson attesting that the individual signing the proposal has the authority to make binding representations on behalf of the financial institution.

a. Mandatory Documents to be Submitted In Response

1. Completed and signed Non-collusion Affidavit (Exhibit A)
2. Completed and signed Certificate of Non-Discrimination (Exhibit B)
3. Completed Confidentiality Agreement (Exhibit C)
4. Acknowledgement of all addenda issued by the District (Exhibit D)
5. Completed and signed Exceptions and Deviations (Exhibit E)

GRACE PERIOD FOR MISSING OR INCORRECT FILING OF EXHIBITS "A" THROUGH "E" ONLY:

In the event that a Vendor fails to submit all or any part of items (a) through (e) above with its submission or if any submitted item is incomplete or incorrect, the Contracts Unit will notify the Vendor and the Vendor shall have an additional three (3) business days to submit the missing item to the Contracts Unit. Failure to submit the missing item will result in the disqualification of the Vendor if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the Vendor's Proposal being considered in the form in which it was originally submitted. Failure to submit mandatory items after the grace period will result in the proposal being deemed non-responsive.

D. MEETING RFP SPECIFICATIONS

The services offered by the Proposer must meet the specifications as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications as described in this RFP.

E. PROPOSED INFORMATION TO BE ACCURATE, COMPLETE AND VALID

The Proposer must provide information including, but not limited to, fees for all offered services based on the scope of services, which is set forth in Exhibit H.

Failure to do so may invalidate the proposal. The price must be accurate, complete and must be valid for the term of the agreement. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for error or fee increases that the Proposer later alleges are retroactively applicable.

F. AUTHORIZED SIGNATURES

Exhibits A through E must all be signed by the Proposer's authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District is unable to accept any proposal submitted without these statements completed and signed by the Proposer's authorized signatory.

G. AUTHORIZATION TO DO BUSINESS

All Proposers **must be authorized to do business in California**. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with its proposal a copy of a current business license issued in California. **If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of submission of the proposal. The Proposer shall provide the corporate number issued by the Secretary of State with its proposal.**

Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement.

H. REQUIREMENTS

The Proposer shall be responsible for becoming familiar with the scope of services required by the District as set forth on pages of this RFP, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any Proposer to acquaint himself or herself with the service requirements of the District shall in no way relieve any Proposer from any obligation with respect to this proposal or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

I. QUESTIONS ABOUT RFP

Questions are to be submitted in writing by email to Dorothea Mc Farline, at email address: mcfarld@email.laccd.edu **on or before 3:00 p.m. Pacific Standard Time, Tuesday, June 10, 2021.**

Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above-Questions Deadline or submitted in a manner other than as instructed above.

Written responses will be posted on the website:

Proposers are instructed not to contact District personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer.

J. RFP ADDENDA

If it becomes necessary for "DISTRICT" to revise any part of this RFP or to provide clarification or additional information after the proposal documents are released, written addenda will be posted at the following website address:

It shall be the responsibility of the Proposer to check the website or to appropriately inquire with "DISTRICT" for any addenda issued. All addenda issued by DISTRICT shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Proposer's acknowledgement of the addenda must be declared in the proposal in Exhibit D.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer's failure to identify and list in its proposal all addenda received and included in its proposal may be asserted by the "DISTRICT" as a basis for determining a proposal as non-responsive.

K. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a proposal for the services proposed herein is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation of correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents to any Proposer, and no Proposer is authorized to rely on any such unauthorized oral interpretation.

L. WITHDRAWAL/PROPOSAL IRREVOCABLE FOR 120 DAYS

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by

the District immediately and for one hundred and twenty (120) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

M. EXEMPTION FROM DISCLOSURE

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the LACCD. All proposals submitted will become the property of the LACCD. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government

Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that "the vendor agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, 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, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

N. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the Proposer to: (1) Prepare its proposal in response to this RFP; (2) Submit that proposal to "DISTRICT"; (3) Negotiate with "DISTRICT" on any matters related to this RFP, including a possible contract; and (4) Engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. "DISTRICT" shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.

O. SUBCONTRACTORS

Proposers are permitted to provide for a portion of the Basic Services to be performed by one or more consultants or contractors retained by the Proposer (collectively, "subcontractor") provided that each subcontractor proposed to be used is identified in the Proposal by name, contact person, telephone number, fax

number, e-mail address, and a description of the portion of Basic Services to be performed by the subcontractor.

P. IMMATERIAL DEFECT IN PROPOSAL

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

Q. ORAL COMMUNICATIONS

Any oral communication by the District Contact Person or his/her designee regarding this RFP is not binding and shall in no way modify the RFP or the obligations of the District, Proposer and/or Contractor.

R. RFP AS PART OF FINAL CONTRACT

At the District's discretion, the content of this RFP may be incorporated into the final contract.

S. PROPOSED CONTRACT

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for professional services presented in Exhibit F of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any. **Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.** Proposers may include special terms and conditions for these services as appropriate; however, they must comply with Article IV, Section T below for consideration. It is the District's sole right and privilege to disregard any suggested language provided by proposers included in their response. By responding to this RFP, proposers warrant that they have taken any and all costs and/or risk and liability associated with the Standard Form Agreement into account in their price proposals.

T. EXCEPTIONS/DEVIATIONS

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the Professional Services Agreement, must be declared in writing in Exhibit D within the proposal; and failure to do so will prevent Proposer from asserting its inability to comply with the terms or conditions later on. **Such exceptions or deviations must be segregated as a separate element of the**

proposal under Exhibit D - "Exceptions and Deviations to Professional Services Agreement." The District will make a good faith effort to consider contractual issues identified by vendors and "DISTRICT" requires all proposing vendors to similarly make a good faith effort to comply with the District's sample agreement terms and conditions.

Proposals that mandate the use of vendor standard services contract, rather than utilizing the District's standard services contract will result in that vendor's proposal being judged non-responsive and these proposals will be rejected.

Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

- Section 5 - Term of Agreement
- Section 16 - Governing Law
- Section 17 - Non-Discrimination
- Section 21 - Board Authorization
- Section 25 - Requirements for Federally-Funded Contracts
- Section 28 - Accessibility Requirements
- Section 29 - Family Educational Rights Privacy Act (FERPA)

The Proposer's attention is again directed to sections 13 and 14 of the Professional Services Agreement, which specify the indemnity clause and the minimum insurance requirements that must be met by the successful Proposer. The Proposer's inability or unwillingness to meet these requirements as a condition of award of an Agreement must be stated as an exception in the proposal.

Exceptions or deviations which are in conflict with the District's terms and conditions may render the proposal non-responsive. In the event that exceptions and deviations to the Professional Services Agreement are

EXHIBIT I

requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

U. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit "DISTRICT" to award a contract. "DISTRICT" expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one vendor concurrently, or to cancel all or part of this RFP.

V. NO AGREEMENT UNTIL SIGNED

No agreement with the District is effective until both parties have signed a contract and the District's Board of Trustees has authorized the contract.

W. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the District.

X. USE OF DISTRICT EMPLOYEES' NAMES

The successful Proposer must agree not to use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.

Y. ADJUSTMENTS TO CONTRACT

All adjustments shall be proposed in writing by the District for approval prior to becoming effective. All required contract amendment(s) shall be issued by the District.

Z. CONTRACTOR EVALUATION

Contractors (and its subcontractors, if applicable) will be evaluated periodically regarding their performance.

AA. TERMINATION OR CANCELLATION

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the Contractor.

BB. PROTESTS

Any Proposer that has provided a proposal to the District may protest the solicitation or award of a contract for violations of "DISTRICT'S" procurement policies or of laws and regulations governing "DISTRICT'S" procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals.

In order to be considered, all protests must be in writing and filed with and received by "DISTRICT", not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought.

Protests received by "DISTRICT" after this date will be returned to the sender.

Director of Business Services or designee
Los Angeles Community College District 770
Wilshire Blvd, 6th Floor
Los Angeles, CA 90017

Failure to timely file the proposal protest shall constitute grounds for the District to deny the proposal protest without further consideration of the grounds stated therein.

CC. OTHER DISTRICT RIGHTS

The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

VI. PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 GENERAL

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements in this RFP. An award will be made to the Proposer(s) judged to be the most advantageous to the District. The District expressly reserves the right to protect and make no award under this RFP.

6.2 EVALUATION PROCEDURES

First Phase

The first phase of the RFP process ("First Phase") shall commence with issuance and advertisement by the District of the RFP inviting interested firms to submit Proposals to provide Student Financial Aid Collection Management Services to the District. Subject to the District's discretionary right to disqualify any firm that is not responsive to the requirements of the RFP documents, any and all interested firms are invited to respond to the RFP and to participate in the First Phase of the RFP process.

Upon receipt by the District, Proposals shall be delivered to a panel of evaluators appointed by the District ("Proposal Evaluation Panel") consisting of appropriate District staff and possibly outside consultants. The Proposal Evaluation Panel will evaluate and score the subjective scoring areas of the Proposals according to the criteria listed below. Objective areas, such as costs, shall be scored in accordance with mathematical formulae pre-established by "DISTRICT". The results of the Proposal Evaluation Panel's scoring of the Proposals will be submitted to the Contracts Unit where the Analyst will, using appropriate techniques of averaging as directed by the District scoring guidelines, determine the total score to be received by each Proposer.

Based on the total scores for the First Phase, a short list of the top three scoring firms will be established who would then be invited to participate in the Second Phase of the RFP process as described hereafter. If three or fewer firms have submitted Proposals as part of the First Phase, they will (subject to any determination of disqualification) all be invited to participate in the Second Phase.

Second Phase

In the second phase of the RFP process ("Second Phase"), interviews may be conducted of the Short-Listed Proposers and may or may not include, at the option of the District exercised in its sole and absolute discretion, interviews of References.

Interviews shall be conducted by a panel of evaluators appointed by the District ("Interview Evaluation Panel"), which may be comprised of those same persons who served as evaluators on the Proposal Evaluation Panel or may include or be wholly comprised of other persons appointed by the District. The Interview Evaluation Panel will conduct, evaluate, and score the Interviews.

If Reference Interviews are conducted, the person(s) identified by the Proposer in its Proposal as the contact person for the Reference will be interviewed and asked to give ratings or scores in response to a pre-established list of questions.

The score(s) received by each Short-Listed Proposers participating in the Second Phase will be submitted to the Procurement Specialist, who will average the scores of the evaluators in the manner provided for in the District's scoring guidelines and then add the total scores received from the First and Second Phase in order to arrive at a single, overall total score for each Short-Listed Proposer for the First and Second Phases.

Third Phase

Award or Negotiate. After evaluation and scoring of the First and Second Phases are complete the District will either (a) immediately accept the Proposal submitted by the highest-ranked Proposer or (b) conduct negotiations for the purpose of establishing agreed terms relative to pricing, staffing, and scope of services that are fair and reasonable to the District ("Negotiations").

As part of the Negotiations, the District may, but assumes no obligation to, engage in give and take in regard to the terms of a Proposer's Proposals, including, without limitation, staffing, personnel, price, hourly rates, or scope of services. The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District will formally terminate Negotiations with that Proposer and undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached. If the District is unable to reach an agreement with any of the Short-Listed Proposers, the District shall then have the option, in the exercise of its sole and absolute discretion, of repeating the Second Phase and Third Phase in the manner herein provided for all of those Proposers who were not short-listed.

Any selection and contract award is subject to review by the District's Chancellor and authorization by the District's Board of Trustees.

Request for Additional Information

During any phase of the evaluation the District may require supplemental information in order to fairly evaluate a Proposer's offer. For this purpose, the District may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and be permitted a reasonable period of time to submit the information.

6.3 EVALUATION CRITERIA

The evaluation criteria will include the following;

- Proper Submission of Proposal: Receipt of proposal by due date as outlined in this proposal according to our specifications. Late submissions or delivery via facsimile will not be considered.
- Comprehensiveness of Services to be provided: Overall capabilities of the organization to meet the required service levels described in this RFP.
- Public Sector Experience and Resources: The financial institution's experience in providing services to the public sector, as well as dedicated resources and personnel.
- Assigned Relationship Manager/Team: The credentials and experience of the person(s) assigned to our relationship.
- Charges for Services: The amount of proposed charges and pricing increases in subsequent years.
- Service Enhancements: The institution's efforts to understand our needs and goals, and the creativity that demonstrates in introducing new technologies and efficiencies to improve our current practices and procedures.
- Community Involvement: Your institution's role as a corporate citizen and related CRA contributions.

Other Factors: Any other factors we believe would be in our best interest to consider which were not previously described.

By use of numerical and scoring techniques, proposals will be evaluated by a District evaluation panel against the factors specified below. Scores are based on a 100 point scale, as listed below:

WRITTEN PROPOSAL	
Criteria	Points possible
SLEDV	10
Company Qualifications and Experience	10
Staff Qualifications and Experience	10
Collection Services and Methodology	15
Compliance	10
Technology	10
Costs and/or cost savings	15
References	10
Historical Performance	10
Civic Responsibility	Pass/Fail
TOTAL POSSIBLE POINTS	100

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

The decision to award a contract will be based on many factors including, but not limited to:

- Service
- Cost
- Innovation

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities, to request additional information from proposing organization and to change the evaluation process described above if circumstances are in the best interests of District to do such.

In the event a proposal(s) is rejected or the proposal's offer is not rejected but does not result in a contract award, District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. By requesting proposals, the District is in no way obligated to award a contract or pay expenses of the proposing institution in connection with the preparation or submission of a proposal.

6.4 CONTRACT AWARD

It is the intent of the District to award a contract to three (3) qualified firms as the result of this RFP. The term of any resulting contracts will be for five (5) years unless terminated earlier in accordance with the provisions specified in the District's Standard Agreement as the result of this RFP. The District reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in its best interest. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees. No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District and has been signed by both parties.

Should the District find the program to be insufficient, at its own discretion, the District reserves the right to cancel the program within the first year without penalty. 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 DISTRICT shall have the right to cancel this agreement with thirty (30) days prior written notice from the anticipated date of termination.

VII. SCHEDULE OF EXHIBITS

- EXHIBIT A: NON-COLLUSION AFFIDAVIT
- EXHIBIT B: CERTIFICATE OF NON-DISCRIMINATION
- EXHIBIT C: COMPLETED CONFIDENTIALITY AGREEMENT
- EXHIBIT D: ACKNOWLEDGEMENT OF ALL ADDENDA ISSUED BY THE DISTRICT
- EXHIBIT E: EXCEPTIONS AND DEVIATIONS TO THE STANDARD FORM AGREEMENT
- EXHIBIT F: PROFESSIONAL SERVICES AGREEMENT
- EXHIBIT G: SCHEDULE OF SERVICES AND SPECIFICATIONS
- EXHIBIT H: SCHEDULE OF PAYMENT
- EXHIBIT I: SLEDV

EXHIBIT A

NONCOLLUSION AFFIDAVIT

(TO BE EXECUTED BY PROPOSER AND SUBMITTED
WITH ITS PROPOSAL)

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Company) _____ the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal 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 proposal.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this

_____ Day of _____, 2021

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT B

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 _____, 2021

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT C
CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of

_____, does hereby represent,
warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____
Name of Proposer

By: _____
Authorized Officer

EXHIBIT D

ACKNOWLEDGMENT OF ADDENDA

The Proposer shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

PROPOSER _____

(Type or Print Complete Legal Name of Firm)

By _____

(Signature)

Name _____

(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT E

EXCEPTIONS AND DEVIATIONS TO THE STANDARD FORM AGREEMENT

- A. The Proposer acknowledges it has seen and reviewed the Professional Services Agreement in Exhibit F and attests to the following:
- B. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
1. Proposals that mandate the use of vendor standard services contract, rather than utilizing the District's standard services contract.
 2. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

- Section 5 - Term of Agreement
- Section 16 - Governing Law
- Section 17 - Non-Discrimination Section
- Section 21 - Board Authorization
- Section 25 - Requirements for Federally-Funded Contracts Section
- Section 28 - Accessibility Requirements
- Section 29 - Family Educational Rights Privacy Act (FERPA)

In the event that exceptions and deviations to the Professional Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

- We have no exceptions or deviations to the Professional Services Agreement
- We have the following or the attached exceptions and/or deviations to the Professional Services Agreement.

PROPOSER _____

(Type or Print Complete Legal Name of Firm)

By _____

(Signature)

Name _____

(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By

,

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

,

("Contractor")

DATE:

TERM OF AGREEMENT: From: To:

RECITALS

WHEREAS, the District is authorized to contract for the procurement of professional services as authorized by law; and

WHEREAS, the Contractor is specially licensed, trained, experienced and competent to perform the services described herein pursuant to this agreement;

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

AGREEMENT

❶ **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.

- ❶ **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.

- ❶ **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.

- ❶ **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.

- ❶ **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.

- ❶ **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.

- ❶ **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.

- ❶ **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.

- ① **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.
- ① **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.
- ① **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
- ① **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, servicemark, or tradename, 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.

- ① **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:

① 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.

① Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.

① 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.

① **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.

① **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.

① **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.

① **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.

- ❶ **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
- ❶ **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.
- ❶ **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
- ❶ **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.
- ❶ **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.
- ❶ **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.
- ❶ **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.
- ❶ **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**
 - ❶ 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.
 - ❶ 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."

❶ 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.

• FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.

Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.

Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.

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

CONTRACTOR

,

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DISTRICT

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

By: _____
Name: _____
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: \$ _____

EXHIBIT G

SCHEDULE OF SERVICES AND SPECIFICATIONS

Vendor Mandatory Minimum Qualifications/ Technical Specifications and Requirements

G.1 Support Proof or Capability

The capability of a Vendor's service to support the needs of a small community college is very different from being able to scale up to implement one of the largest Community College Districts in the United States. "DISTRICT" needs vendors who have a proven track record of supplying services to large multi-campus higher education systems.

The Vendor's service must be currently in use at a multi-campus higher education district or system, with a Student Head Count of at least 50,000 students.

1. The Vendor's service must be currently used by at least one or more California Community Colleges.
2. The Vendor's system must be state-of the art and Vendor shall implement system changes as they become available.
3. The Vendor's system must have the ability to protect the privacy of student educational and financial information, and ability to meet the requirements of all applicable federal regulations, including the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach-Bliley Act (GLBA), Payment Card Industry Data Security Standard (PCI DSS), and all applicable California statutes.
4. 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.

G.2 The contract resulting from this RFP will be for the collection of delinquent accounts from all nine (9) Colleges:

- Perkins Loans
- Account Receivable as a result of Financial Aid over payment (i.e. Pell Grant)
- Tuition receivable accounts including past due fees (i.e. non-resident tuition)

- Miscellaneous accounts receivable (fees, short-term loans, payroll, etc.)

G.3 Services included in this contract may include:

- Skip tracing
- Researching debtor assets
- Contacting debtors by phone and mail
- Negotiating payments
- Litigation
- Credit bureau reporting
- NSLDS Reporting
- Related activities required for verifying and collecting accounts
- Bankruptcy Monitoring
- Quality Control Plan
- Documentation of All Collection Activity
- Annual Attestation Audit to be submitted to CFAU annually
- Training and webinars for District staff

The Agency will use its best efforts to effect collections of Accounts referred to it by the Client. Agency shall not, under any circumstances, use any threats, intimidation, or harassment of a borrower in the collection of Accounts, nor violate any Federal Trade Commission or other applicable Governmental guidelines

G.4 The Agency will remit to the Client monthly statements of the gross amount received, less Agency Commission, by the tenth (10th) day of each month, unless special circumstances require a more immediate remittance of all funds collected during the preceding month

G.5 The Agency shall perform and provide the Client with updated copies of federal compliance audits upon request

G.6. This Agreement may be terminated by either party upon written notice to the other party at least thirty (30) days prior to the proposed date of termination. In the event of termination by the Client, the Client shall pay the Agency the actual, verified, out-of-pocket expenses paid for the returned accounts

G.7 The Agency shall terminate collection activity and return to the Client all Accounts which have not been brought to a suitable payment arrangement at the end of twelve (12) months

G.8 The Agency shall adjust account balances resulting from income tax refunds, at no charge to the Client

G.9 Reports

- a. Acknowledgment. Provide District a letter acknowledging each account received for collection within ten (10) business days of receipt which will further reflect the principal, interest, late charges, collection costs, and total amount placed for collection.
- b. Debtor Status Report. Provide a Debtor Status Report on all accounts placed. Update borrower name, address, home/work/cell numbers and email address whenever any one of these elements are updated.
- c. Fiscal Year Report. Provide by November 1st of each year a Fiscal Year Report based on data generated by COLLECTOR to assist District in preparing information required by State and Federal governmental entities and agencies.

G. 10 Contingency Fees

Contractor shall be paid on a contingency fee basis.

G. 11 Collection Cost

The College will, at its discretion, calculate and add applicable collection costs to accounts on an individual basis. These costs will be added or assessed after legal review by the College of the appropriateness of these charges. Collection costs will be determined by the provisions of the Promissory Note and regulations applicable to the type of debt being collected as stated in the federal regulations and/or controlling state law (choice of law clause). For non-federal accounts, (e.g. tuition debts, institutional loans or receivables) only accounts which have an express signed, written agreement (i.e., Promissory Note) between the College and the debtor containing language authorizing addition of such charges shall be considered eligible for addition of collection cost charges. The College further authorizes the Contractor to update monthly, the collection costs associated with the accrual of additional principal, interest or late charges.

Inasmuch as Federal Register 61960 Vol. 72 No. 211 Final Rule, regarding the amendment to 34 CFR 674.45, limits the amount of collection costs a school may assess against a Federal Perkins Loan borrower to thirty percent (30%) for first collection efforts, forty percent (40%) for second collection efforts, and, in cases of litigation, forty percent (40%) plus court costs; therefore, in accordance with these regulations, as of July 1, 2008, the Agency has reduced the collection cost calculation to the following, and the Client agrees to pay the following commissions on all Federal Perkins Loans placed after July 1, 2008: Twenty-three and 8/100 percent (23.08%) commission on all

amounts collected for first referrals, twenty-eight and 57/100 percent (28.57%) commission on all amounts collected for second referrals, and twenty-eight and 57/100 percent (28.57%) commission, plus court costs, on all amounts collected for legal accounts.

It is understood that the Agency shall charge commission only to collections on balances placed with the Agency. Collections of non-delinquent portions collected by the Agency will be remitted to the Client at no cost

The Client shall not be obligated to pay commission on amounts adjusted when placed.

The Client shall assess collection costs or contingency fees on defaulted student loans as they pertain to their respective promissory notes

The Agency will return (at no charge) to the Client those Accounts in which the borrower is

entitled to a deferment, a forbearance, or a federally approved cancellation

a. Record Calls made to borrowers

b. Fidelity Bond

- i. Contractor must maintain a fidelity bond in the amount of no less than \$1,000,000 to protect the College's assets. The bond must be obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. Rating of A or better as reflected in their most current publication. The Contractor must agree to maintain such bond until one year after the completion of the contract. Contractor will provide proof of such bond upon request by the College.
- ii. The firm should be protected against employee misappropriation. If the firm's malpractice insurance also covers misappropriation of funds, that policy is considered to provide coverage.
- iii. Proof of insurance must be provided to District CFAU

G.12 Web based access for borrowers

- Check status
- Online payments
 - ACH payments using checking/savings account that can be scheduled on a monthly basis
 - Credit card payments
 - Electronic Check
 - Online information on how to make payment by phone/mail

- a. Files must be transmitted between the District and the Proposer via a secure online method. Would like to hear from the companies how they do it.

G. 13 At a minimum, technology available for collection shall be:

- a. Real time web access
- b. Online payments for borrowers

EXHIBIT I

**CERTIFICATION OF LOCAL, SMALL, EMERGING,
AND DISABLED VETERAN BUSINESS**

The undersigned, a duly authorized officer of _____, does hereby certify, represent and warrant the following statement(s) below: (Please check all statement boxes that apply.)

- A. Bidder/Proposer is a "Small" business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.
- B. Bidder/Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- C. Bidder/Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- D. Bidder/Proposer is a "Disabled Veteran Owned" business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.

Date: _____
Name of Bidder/Proposer

By: _____
Authorized Officer Signature

Title

