



Contra Costa Community College District

500 Court Street Martinez, CA 94553

RFP # 4CD-105

Third-Party Administrator

REQUEST FOR PROPOSALS

Release Date: February 16, 2024

Questions Due: before 12 PM (PT), February 16, 2024

Proposals Due: before 2 PM (PT), March 14, 2024

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS AND GENERAL PROVISIONS

1. REQUEST FOR PROPOSALS
2. INTENT
3. PROPOSAL SUBMISSION
4. QUESTIONS REGARDING THIS RFP
5. TIMELINE
6. ACCEPTANCE PERIOD
7. ADDENDA/AMENDMENTS ACKNOWLEDGMENT
8. AUTHORIZED SIGNATURES
9. PUBLIC INFORMATION
10. CONFIDENTIALITY
11. AWARD OF CONTRACT
12. CANCELLATION OF SOLICITATION
13. INFORMED CONTRACTOR
14. INK OR TYPEWRITTEN
15. COST OF PREPARATION
16. INDEMNIFICATION
17. NOTICE OF SUIT OR ACTION FILED
18. ATTORNEY FEES
19. PROHIBITED INTEREST
20. REJECTION OF PROPOSALS
21. ASSIGNMENT OF RIGHTS OR OBLIGATIONS
22. SUBCONTRACTORS
23. CONTRACT INCORPORATION
24. FORMATION OF CONTRACT
25. CONTRACT DOCUMENT
26. FINAL CONTRACT
27. COMPLIANCE WITH ALL LAWS
28. LAWS GOVERNING CONTRACT
29. SEVERABILITY
30. CONTRACTOR CONDUCT
31. RFP COMPLIANCE, FORMS, AND CERTIFICATIONS

SECTION II: PROPOSAL REQUIREMENTS

32. PROPOSALS FORMAT
33. LEGAL SPECIFICATIONS
34. APPENDICES
35. TERMS
36. SCOPE
37. BACKGROUND
38. MINIMUM CONTRACTOR QUALIFICATIONS
39. DESIRABLE CONTRACTOR QUALIFICATIONS
40. PROPOSAL SUBMISSION REQUIREMENTS
41. SPECIFIC SERVICE REQUIREMENTS FOR THIRD-PARTY ADMINISTRATOR SERVICES (TPA)
42. COST
43. EVALUATION

APPENDICES

APPENDIX A: NON-COLLUSION AFFIDAVIT

APPENDIX B: CONTRACTOR PROFILE & DESIGNATION OF NAMES

APPENDIX C: PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

APPENDIX D: SUBMITTAL CHECK-OFF LIST

SECTION I: INSTRUCTIONS AND GENERAL PROVISIONS

1. REQUEST FOR PROPOSALS

The Contra Costa Community College District (District) is seeking proposals from Third-Party Administrators (TPA) to help administer the District's 403(b), Roth 403(b), and 457(b) programs, in compliance with rules and regulations issued by the Internal Revenue Service (IRS).

2. INTENT

It is the intent of these specifications, terms and conditions to describe a Third-Party Administrator required by the Contra Costa Community College District for use by District employees.

3. PROPOSALS SUBMISSION

A. Sealed Proposals are to be submitted to:

John Cook, Purchasing Department
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

B. Date/Time: Proposals shall be received **before 2PM (PT), March 14, 2024**.

C. The face of the sealed envelope or box shall be clearly marked "**4CD-105 RFP**".

D. A faxed proposal will not be accepted. Only mailed or hand-delivered, signed documents will be considered. The proposal must be in the possession of the District's Purchasing Department before 2:00 PM (PST) on the closing date. Late proposals will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.

E. Contractors must submit **one (1) original hardcopy and one electronic copy in Word or PDF format via flash drive**. DO NOT send the electronic copy by email. Each proposal received in response to this RFP shall remain the property of the District.

4. QUESTIONS REGARDING THIS RFP

Questions are due before 12:00 PM (PT), February 26, 2024. All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Proposals (RFP) shall be submitted in writing by email (preferred) to **John Cook, Purchasing Department, jcook@4cd.edu** or fax to **(925) 370-6517**.

5. TIMELINE The District reserves the right to modify the below schedule of events.

Request for Proposals release date: **February 16, 2024**

Questions Due by: **12 PM (PT), February 26, 2024**

Proposals Due by: **2 PM (PT), March 14, 2024**

Committee Review: **March 18-29, 2024**

Notify Shortlisted Firms: **April 1-2, 2024**

Interviews: **April 8-12, 2024**

RFP Award: **April 15, 2024**

Board Meeting: **May 8, 2024**

Contract Award: **May 9, 2024**

6. ACCEPTANCE PERIOD. Proposals are firm for a period of ninety (90) days.

7. ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFP at any time prior to the time set for receipt of proposals. Interested parties should frequently check the District's website for such addenda at

<https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>

Each contractor shall acknowledge receipt of the addendum by signing the addendum/addenda and submitting it with the proposal. Failure to so acknowledge may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract.

8. AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting proposals on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a proposal, his or her name, signature and post office street address must be shown. If a firm or partnership makes a proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

9. PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial,

financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

10. CONFIDENTIALITY. If a Contractor believes that portions of the proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

11. AWARD OF CONTRACT. Award of a contract will be made to the Contractor offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

12. CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

13. INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

14. INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

15. COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering into a formal contract.

16. INDEMNIFICATION. Contractor agrees to indemnify, defend and hold harmless the District and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractors, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) CONTRACTOR breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

17. NOTICE OF SUIT OR ACTION FILED. The CONTRACTOR shall give the District immediate notice of

any suit or action filed or prompt notice of any claim made against the District arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to the District copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of the District to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

18. ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

19. PROHIBITED INTEREST. No Board member, officer, or employee of the Contra Costa Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

20. REJECTION OF PROPOSALS. The District reserves the right to reject any or proposals or any part of the proposal and also to waive informalities, minor irregularities, or other requirements in our Request for Proposal and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its proposal any information requested in this RFP may result in rejection for non-responsiveness.

21. ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

22. SUBCONTRACTORS. If a subcontractor will be used by CONTRACTOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified.

23. CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFP solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

24. FORMATION OF CONTRACT. Contractor's signed proposal and District's written acceptance or purchase order shall constitute a binding contract.

25. CONTRACT DOCUMENT. Certain contract language acceptable to the District covering all of the services specified in this RFP is detailed in Appendix C related thereto. No terms or conditions can be added or changed by CONTRACTOR after the proposals are received by the District. Attempts to change the terms or conditions specified after the proposals are received by the District may cause a proposal to be rejected as non-responsive. CONTRACTOR may propose alternate and additional language to the

terms provided but are subject to negotiation and acceptance by the District.

26. FINAL CONTRACT. The following documents are considered part of the final agreement, in order of precedence:

- A. The final agreement between the District and the CONTRACTOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the RFP evaluation phase for inclusion in the Final agreement;
- C. The CONTRACTOR proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendices, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to opening.

The District may terminate any resulting Agreement(s) for convenience at any time by giving the CONTRACTOR written notice thereof. Upon termination, the District shall pay the CONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the District to effect such termination. The effective date of termination shall be the date of Notice of Termination.

27. COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

28. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

29. SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

30. CONTRACTOR CONDUCT. During the RFP Window (from release of this RFP to Final award), CONTRACTOR is not permitted to contact any District employees or members of the Governing Board unless at the request of the District's designated contact person or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

31. RFP COMPLIANCE, FORMS, AND CERTIFICATES

ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with the District. The CONTRACTOR shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its RFP response. The District requires the following levels of coverage:

- A. Commercial General Liability including personal injury and property damage in the amount of \$1,000,000 and \$5,000,000 aggregate;
- B. Employer's Liability in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,000,000;
- D. Automobile Liability, all automobiles, in the amount of \$1,000,000 for combined single limit

The foregoing insurance coverage plans shall be primary and non-contributing with respect to any other insurance which may be maintained by the District.

A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the Contra Costa Community College District as an additional insured and contain a Cross Liability or Severability Clause.

B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against Contra Costa Community College District.

C. The District does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability. Failure by CONTRACTOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.

D. Prior to commencing work, CONTRACTOR will furnish the District with properly endorsed certificates of insurance acceptable to the District which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the District. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Contra Costa Community College District, Attn: Purchasing Department, 500 Court Street, Martinez, CA 94553.

NON-COLLUSION AFFIDAVITS

Affidavits are required to be completed by the CONTRACTOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

CONTRACTOR may designate selected portions of their proposal as confidential, such as proprietary information not publicly disclosed about their products/services. However, if a claim to release the confidential portion is made under the California Public Records Act, the District will notify the CONTRACTOR of such a claim but will not defend the CONTRACTOR's rights to privacy.

SECTION II: PROPOSAL REQUIREMENTS

32. PROPOSAL FORMAT

CONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of the proposal. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the CONTRACTOR's responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable the District to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

33. LEGAL SPECIFICATIONS

CONTRACTOR may wish to clarify their responses on the District contractual terms and conditions and their policies with respect to contract negotiations. A blanket rejection of all District Legal Specifications in lieu of CONTRACTOR standard contract forms may deem CONTRACTOR as non-responsive and may remove them from consideration.

The District's Legal Specifications are contained in a sample contract template in Appendix C. This reflects the terms and conditions necessary to be included in the Final agreement(s) for the products and services specified herein. These specifications are to be used as the basis for the Final agreement(s) but are negotiable. The purpose will be to standardize the evaluation of the CONTRACTOR agreements and to augment them where there are provisions required by the District that are not included in the existing CONTRACTOR agreements. The District requires that each of these specifications be addressed in the Final agreement(s) in essentially the language provided or some acceptable substitute language. The inclusion of the CONTRACTOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

34. APPENDICES

The only official response to this RFP is what is submitted in the RFP and the appendices included within. Ancillary and supplemental comments will be considered in the evaluation but cannot substitute or contradict responses in the RFP.

Appendix A – Non-Collusion Affidavit (Please submit with proposal)

This standard form is self-explanatory.

Appendix B – Contractor Profile Form & Designation of Names (Please submit with proposal)

This is the official signature page for the RFP Response and where pertinent information is identified. **Please make sure to fill out the addenda/amendment acknowledgement portion at the bottom of the page, if it applies.**

Appendix C – Professional Services Agreement (Sample)

Appendix D – Submittal Check-Off List (Please submit with proposal)

35. TERMS The District intends to award a three (3) year contract, subject to satisfactory performance, with option to renew, to the bidder selected as the most responsible bidder whose response conforms to the RFP and meets the District's requirements. The District anticipates the services that will arise out of this RFP to commence on July 1, 2024, subject to governing board approval.

36. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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

- Coordination of the requirements of the new California 403(b) Compare program mandated by the State of California;
- Development and maintenance of a standardized Information Sharing Agreement;
- Common remitter services to all approved 403(b), Roth 403(b), and 457(b) vendors;
- Management and maintenance of Hold Harmless Agreements with all vendors;
- Representation before the Internal Revenue Service regarding any claims related to the administration of the District's Tax-Sheltered Annuities programs; and
- Compliance testing on all 403(b), Roth 403(b), and 457(b) participants from all vendors for both current laws and regulations and any future revisions that may be implemented by the Internal Revenue Service. Our goal is to demonstrate compliance with all IRS provisions among all vendors.
- Communication and Coordination with employees and their selected investment providers to ensure timely reporting, updating, distributions, deductions, and any other transactions are supported including necessary interaction with district payroll to ensure that appropriate timelines are met for deductions and changes to deductions as well as communication to employees on those deadlines and requirements.
- Provide regular updates to the District to ensure that all regulations and requirements for processing and reporting participation in these voluntary programs is within the scope of current laws and regulations.

37. BACKGROUND

The District consists of three colleges, two centers and the District Office: Diablo Valley College in Pleasant Hill, Contra Costa College in San Pablo, Los Medanos College in Pittsburg, Brentwood Center, San Ramon Center and District Office in Martinez.

38. MINIMUM CONTRACTOR QUALIFICATIONS

Please describe how you meet the below minimum contractor qualifications. Contractor minimum qualification criteria include, but are not limited to, the following:

1. Five (5) years of experience in providing satisfactory TPA services for accounts similar in size and scope to the District;
2. Possession of all permits, licenses, certifications and professional credentials necessary to provide TPA services;

39. DESIRABLE CONTRACTOR QUALIFICATIONS

Please describe how you meet the below desirable contractor qualifications.

1. Five (5) years of experience in providing satisfactory TPA services for accounts similar in size and scope to the District;

40. PROPOSAL SUBMISSION REQUIREMENTS

1. The proposal shall be clear and concise.
2. Each proposal must include a brief (one page) profile demonstrating an established, successful track record of past performance in providing services closely related to the requirements specified in the RFP.
3. The proposal shall include a minimum of three (3) references that are similar to Contra Costa Community College District that are currently using or have previously used the contractor's services. The references should include at least two (2) prior customers who no longer obtain services with the contractor (if such customers exist) and at least two (2) current customers. Community College District references preferred.
4. Proposers are encouraged to describe in detail their TPA services as related to each requirement detailed herein (#40 and #41) and (breakdown separately) any additional features or benefits related to the offering not specified in this RFP.
5. Proposal shall include samples of reports required under this contract.

41. SPECIFIC SERVICE REQUIREMENTS FOR THIRD-PARTY ADMINISTRATOR (TPA) SERVICES

1. Firm Profile

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

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

2. **Administration/Recordkeeping**

- a. Describe the type of recordkeeping system used by your organization.
- b. Describe the software used to perform participant recordkeeping with particular reference to your ability to control and audit employee contributions, and to ensure timeliness, accuracy, and confidentiality of records. Please detail each step of the contribution process.
- c. In what form may contributions and salary reduction information be delivered from the employer to the administrator?
- d. What assistance will the administrator provide the employer in accommodating the necessary format?
- e. Describe content provided at your site that is relevant specifically to the employer. Is information available to the employer that would assist in evaluation of the program on an ongoing basis?
- f. What transaction and informational feature do you offer to the employers?
- g. Describe your company's backup emergency and disaster recovery system. How often are these systems tested?
- h. How do you control access to the recordkeeping system?
- i. What checks and balances do you have in place to ensure transactional integrity?
- j. Describe how data is secured through the system.

- k. Describe the quality control procedures you have in place.
- l. What types of reconciliation and editing do you perform?
- m. How do you resolve data discrepancies?
- n. Can you accommodate retroactive reductions to participant's accounts due to administrative error? Describe such capabilities in a daily environment.
- o. What statements do you provide employers?
- p. Can reports/statements be produced on various types of media? Please describe.
- q. What educational materials do you provide that help employers to maintain plan compliance?
- r. Describe the services you offer that will help keep the plan in compliance with current and proposed regulations.
- s. What evidence can you supply that an independent auditor has audited your recordkeeping systems and administrative procedures?
- t. What on-site employer operational support will you provide during the initial implementation, and who will provide the service?
- u. Discuss the training program you will provide as part of the implementation.

3. Participant Services

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

- k. Describe the initial participant enrollment program, including the timeframes and schedules for initial enrollment.
- l. Discuss how you will communicate plan changes to employees.
- m. What is your on-site personnel commitment for the implementation?

4. **Additional Information**

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

5. **Rate/Fee Schedule(s)**

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

42. **COST**

This section should declare CONTRACTOR's preference for payment method and billing. The term of the contract shall begin after approval by the Board of Trustees and shall not exceed five (5) years. The actual term of the contract is subject to successful negotiations between CONTRACTOR and District. The only source of income, revenue, or compensation in connection with District account is the annual service fee paid to CONTRACTOR by District. Costs for trainings, meetings with employee work groups, or college administrators should be built into the contract. Any other source of income or benefit, including revenue, consideration, and /or commissions received by CONTRACTOR in connection with any District account must be disclosed.

43. **EVALUATION**

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

- a. **Responsiveness.** Responsiveness of the Proposal clearly states the Bidder's practice areas, services, and in meeting the requirements of the RFP.

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

END OF BID DOCUMENT

Appendix A
“Non-Collusion Affidavit”
To Be Executed By Contractor
And Submitted With Proposal

State of California
County of _____

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, 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 proposal are true; and further, that the contractor 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

(Date)

(Signed at (Place))

Contractor Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative’s Name

City

State

Zip Code

Representative’s Title

**Appendix B
Contractor Profile Form & Designation of Names
Signature Page**

The CONTRACTOR shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary.

Company Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Type of Firm: Corporation: _____ Proprietorship: _____

Partnership: _____ Joint Venture: _____

Other (please describe): _____

Business License Number: _____

Number of years in business under firm name: _____

Full names of firm's owners (> 10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years?

YES___ NO___

If yes, provide former name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES___ NO___

If yes, explain.

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES___ NO___

If yes, please explain.

Name and title of person responsible for submission of this RFP and the responses:

Name & Title: _____ Phone #: _____

Signature: _____ Email: _____

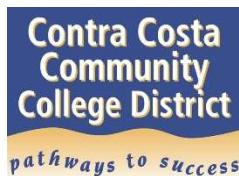
Date: _____

ADDENDA/AMENDMENTS ACKNOWLEDGMENT

Consultant acknowledges receipt of: Addendum Number _____ Dated _____
Addendum Number _____ Dated _____
Addendum Number _____ Dated _____
Addendum Number _____ Dated _____

Appendix C

Professional Services Agreement



CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

PROFESSIONAL SERVICES AGREEMENT

Contract No. _____

THIS Agreement is made and entered into this ____ Day of _____ in the Year _____, by and between CONTRA COSTA COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and _____, a California corporation with offices at _____ (“CONSULTANT”) to provide consulting SERVICES for the project _____.

1. **SERVICES TO BE PROVIDED BY CONSULTANT:**

Consultant is authorized by District pursuant to this Consultant Agreement effective as of the above date, to provide consultation and related professional SERVICES as follows:

SCOPE OF WORK

Consultant shall provide the District

Attachment A:

Scope of Work is specifically described in detail at the District’s Request for Proposals dated xx-xx-xxxx and _____ by this reference shall be incorporated in this Agreement.

2. **TERM:**

Consultant shall commence providing SERVICES under this Agreement on the date executed by the District’s Assistant Board Secretary and shall diligently perform the SERVICES as required and complete performance by _____ or modified as agreed by both parties in writing.

3. **PAYMENTS:**

CONSULTANT shall provide SERVICES as listed in this Agreement for a Not-To-Exceed amount of:

_____ Thousand, _____ + _____ Hundred _____ Dollars and No Cents (\$00,000.00)

3.1 CONSULTANT shall bill monthly on a percentage of completion by task. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing SERVICES for DISTRICT, except as approved by the DISTRICT. Payment shall be Net 30 days after approval of CONSULTANT’s invoices. Additional Services may be added by Change Order either as additional fixed price amounts or on a time and material basis based on the rate schedule included in the **Attachment A** which will be in effect for the term of this Agreement.

4. **INDEPENDENT CONTRACTOR:**

The CONSULTANT, in the performance of this Agreement, shall be and shall act as an independent contractor. The CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of the DISTRICT or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. The CONSULTANT assumes the

full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the SERVICES to be provided under this Agreement.

5. TAXES:

The CONSULTANT acknowledges and agrees that it is the sole responsibility of The CONSULTANT to report as income its compensation received from DISTRICT and to make the requisite tax filings and payments to the appropriate Federal, State or Local tax authority. No part of the CONSULTANT's compensation shall be subject to withholding by the DISTRICT for payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

6. MATERIALS:

The CONSULTANT shall furnish all labor, materials, equipment, supplies and other items necessary to complete the SERVICES to be provided pursuant to this Agreement, at CONSULTANT's expense except as approved by the District as reimbursable.

The CONSULTANT's SERVICES shall be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her professional discipline.

7. STANDARD OF CARE:

The CONSULTANT shall render SERVICES in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the PROJECT and at the time the SERVICES are to be performed. The CONSULTANT's standard of performance may not be altered, expanded or abridged by the application, interpretation or construction of any other provision of this Agreement. The CONSULTANT expressly disclaims all warranties, express, implied, or statutory regarding the SERVICES, including, without limitation, warranties of merchantability, fitness for a particular purpose, title and non infringement. Neither party shall be liable, under any circumstances, for any incidental, indirect, exemplary, special or consequential damages.

8. CONFIDENTIALITY & USE OF INFORMATION:

The CONSULTANT shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

The CONSULTANT shall advise the DISTRICT of any and all materials used, or recommended for use by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event the CONSULTANT shall fail to so advise DISTRICT and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirements, or DISTRICT should be alleged to be in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify, defend and hold harmless, DISTRICT against any action or claim brought by the copyright holder.

9. AUDIT & INSPECTION OF RECORDS:

At any time during the normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT for examination at DISTRICT's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and CONSULTANT shall permit the DISTRICT to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. WORKS FOR HIRE / COPYRIGHT / TRADEMARK / PATENT:

The CONSULTANT understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. The CONSULTANT consents to use of CONSULTANT name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. TERMINATION:

DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONSULTANT only for SERVICES satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of SERVICES by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or not later than ten (10) calendar days after the day of mailing, whichever is sooner.

DISTRICT may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; (c) or if CONSULTANT is adjudged a bankrupt, and CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) calendar days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) calendar days cease and terminate. In the event of such termination, the DISTRICT may secure the required SERVICES from another consultant. If the cost to the DISTRICT of obtaining the SERVICES from another consultant exceeds the cost of providing the SERVICES pursuant to this Agreement, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

12. HOLD HARMLESS:

The CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, to the extent incurred by reason of:

Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the SERVICES called for in this Agreement, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Any injury to or death of any person, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any negligent act, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or connected with, the SERVICES covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents;

Any liability for damages, which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement;

13. CERTIFICATE OF INSURANCE:

The CONSULTANT shall purchase and maintain such insurance as will provide protection against claims set forth below which may arise out of or result from the CONSULTANT's operations under the contract, whether such operations by the CONSULTANT or by any sub-consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under worker's compensation disability benefit and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
- c. claims for damages because of bodily injury, sick ness or disease, or death of any person other than the CONSULTANT's employees;
- d. claims for damages insured by usual personal injury liability coverage which are sustained, (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT, or (2) by any other person for not less than \$1,000,000 for each accident; and
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from for not less than \$1,000,000.

by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

22. SEVERABILITY:

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

23. GOVERNING LAWS:

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Contra Costa County, California.

24. WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

In witness thereof, the parties hereto have executed this agreement:

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
(The District)

COMPANY NAME
(The Consultant)

Assistant Secretary, Governing Board Date

Authorized Signature Date

AMY STERRY
Director of Purchasing & Contract Services

NAME
Title

Federal Tax ID No: _____

APPENDIX D

SUBMITTAL CHECK-OFF LIST

Submittals Checklist	Check Off
#38 Minimum Contractor Qualifications <ul style="list-style-type: none">• Five (5) years TPA experience• Permits, Licenses & Professional Credentials	
#40 Total Proposal Pages	
#40 One (1) Page Company Profile	
#40 Three (3) References	
#40 TPA Detailed Services Description	
#40 Sample Reports	
#43 Cost (Table of Costs)	
Appendices <ul style="list-style-type: none">Appendix A: Non-Collusion AffidavitAppendix B: Company Profile & Signature PageAppendix D: Submittal Check-Off List	