



**PURCHASING &
MATERIAL MANAGEMENT**

MiraCosta Community College District

Purchasing Department

1 Barnard Drive | Oceanside, California 92056

**REQUEST FOR PROPOSALS
FOR
CASE MANAGEMENT/CUSTOMER RELATIONSHIP
MANAGEMENT (CRM) SYSTEM
RFP 08-21**

**DEADLINE TIME/DATE FOR
SUBMISSION OF ELECTRONIC-BID PROPOSALS
11:00 AM**

Tuesday, August 31, 2021

VIA BID PORTAL:

District's PlanetBids portal on the District's webpage:

<https://miracosta.edu/districtbids> OR
<https://pbsystem.planetbids.com/portal/47167/portal-home>



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I. NOTICE TO BIDDERS

Notice is hereby given that MiraCosta Community College District, acting by and through its Governing Board, hereinafter referred to as the District, and in partnership with the Foundation for California Community Colleges (Foundation), will receive up to, but not later than the date and time referenced under Section II – Dates and Timeframes, **ELECTRONIC** bid proposals for the Contract for the work generally described as:

**Case Management/Customer Relationship Management (CRM) System
RFP 08-21**

Bid and Contract Documents are available online on the District's PlanetBids portal on the District's webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Addenda.

Each submittal must conform and be responsive to this Notice. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness.

Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Vendor Portal where the RFP was downloaded. Responses from the District will be communicated via the PlanetBids Vendor Portal by the date listed in Section II-Date and Timeframes. Inquiries submitted after the latest date and time for submitting Pre-Bid Inquiries set forth in Section II-Dates and Timeframes will not be accepted, or the District will not respond to late Pre-Bid Inquiries.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez
Director, Purchasing & Material Management

Publication Dates:
1st: July 30, 2021
2nd: August 6, 2021



II. DATES AND TIMEFRAME

RFP DEADLINES	DATE & TIME (PST)*
RFP Legal Advertisement	1st: July 30, 2021 2nd: August 6, 2021
Non-Mandatory Pre-Bid Meeting	August 13, 2021 at 1:00 p.m. Via Zoom: https://miracosta-edu.zoom.us/j/99601660577
Deadline for vendor questions about RFP	Submit via PlanetBids by: August 18, 2021 before 4:00 p.m.
College responds to vendors' questions	Uploaded to PlanetBids by: August 24, 2021 before 6:00 p.m.
Proposal submission deadline	August 31, 2021 by 11:00 a.m. MUST SUBMIT ELECTRONICALLY (SEE BELOW FOR FURTHER INFORMATION)
Location for submitting documents	District's PlanetBids Vendor Portal at: https://miracosta.edu/districtbids OR https://pbsystem.planetbids.com/portal/47167/portal-home

SELECTION PROCESS:	DATES NOTED BELOW ARE APPROXIMATE-MAY BE SUBJECT TO CHANGE:
Evaluation team narrows the field by reviewing vendors against the "Key Criteria"	September 17, 2021
College invites top vendors to conduct scripted demonstrations	September 22, 2021
College sends Demonstration Scripts to top vendors	September 22, 2021
Deadline for vendor questions about Demonstration Scripts	September 28, 2021
College responds to vendors' questions	October 5, 2021
Demonstrations from top vendors	October 11 – October 22, 2021
Evaluation team rates vendors	October 27, 2021
Vendor provides a Sandbox version for hands-on testing. College conducts testing	November 2, 2021
Purchasing requests Best-and-Final pricing (e.g., 5-year TCO)	November 2, 2021
Anticipated Board Approval	December 2021

III. BACKGROUND

The District, in partnership with the Foundation for the California Community Colleges ("Foundation"), is the issuing agency for this RFP. The Foundation is the official nonprofit auxiliary organization for the California Community Colleges Chancellor's Office. The Foundation brings with it the ability to enter into



an agreement on behalf of the 73 California Community College Districts to obtain the best value for commodity procurement. The awarded bidder will enter into a separate Agreement with the Foundation (Attachment 2: Foundation Sample Agreement).

MiraCosta Community College District

The MiraCosta Community College District has served the coastal North San Diego County area for over 80 years. Over 70 disciplines provide students with opportunities to earn an associate degree, university transfer, and workforce readiness certificate programs. The college also provides a wide spectrum of educational needs in the region ranging from programs for adult education, community education, basic skills, and ESL to a California Community College pilot program offering the nation's first baccalaureate degree in biomanufacturing. As a Hispanic Serving Institution (HSI), veteran and military supportive institution, and Achieving the Dream Leader College, MiraCosta College fosters the academic and holistic success of its diverse learners within a caring and equitable environment to strengthen the educational, economic, cultural, and social well-being of the communities it serves. For more information, visit miracosta.edu.

The Foundation for California Community Colleges

The Foundation for California Community Colleges (Foundation) helps colleges, universities, and our K-12 districts build and operate their institutions more effectively through programs and services that drive excellence while saving millions of dollars annually. The Foundation was established as an auxiliary organization of the community college pursuant to California Education Code Sections 72670-72682. It was incorporated on May 21, 1998, under the provisions of the California Corporation Code as a nonprofit public benefit corporation, exclusively for educational purposes to promote and assist education, administrative, and related services of the California Community Colleges.

Education Code Section 72670.5 provides in pertinent part: "(a) The Board of Governors of California Community Colleges may establish auxiliary organizations for the purpose of providing supportive services and specialized programs for the general benefit of the mission of the California Community Colleges. (b)(1) "Auxiliary organizations" may include but is not limited to the following entities: (B) Any entity which, exclusive of the foregoing subdivisions of this section, is designated as an auxiliary organization by the Board of Governors of the California Community Colleges." The bylaws of the Foundation establish the provisions required by the Education Code cited above for affiliation with the Board of Governors as an official auxiliary organization for the Community Colleges.

The mission statement of the Foundation is to benefit, support, and enhance the California Community College system. As the official foundation of the California Community Colleges' Board of Governors and Chancellor's Office, the Foundation is a unique 501(c)(3) nonprofit organization that provides effective services and innovative solutions for the largest higher education system in the nation with 2.1 million students. Foundation programs reach all 116 California Community Colleges and 73 districts, and several are expanding nationwide. The Foundation for California Community Colleges is the sole auxiliary organization to the Board of Governors California Community Colleges and the Chancellor's Office California Community Colleges. Acting in its official capacity as the auxiliary organization of the California Community Colleges Chancellor's Office, the Foundation through its CollegeBuys program secures statewide agreements on behalf of the 116 community colleges in accordance with California Public Contract Code 20661, as a mechanism to streamline procurement and contracting efforts for all 73

districts while also affording cost savings at the local level through the benefit of better terms and pricing secured through aggregate purchasing efforts.

IV. PURPOSE

The Case Management system/CRM system implementation will allow for the coordinated and intentional outreach and support students during their onboarding, pathway participation, applied learning and co-curricular activities, and as they work towards transfer or employment readiness. The system needs to focus on flagging when students may need support (and connecting them to the correct resources) and facilitating related case management activities that are appropriately transparent to the faculty and staff interacting with the same student.

The technology will be utilized by multiple high-touch student success programs (ACP Success Teams, FYF, ASE programs, etc.) and will allow for coordination of services between these and other programs.

Case management/CRM system will provide students, counselors, faculty, and others on campus with information about students' completion of milestones, academic performance, and risks that may negatively impact their success.

Potential uses of technology include, but not limited to:

1. Helping students track their progress in completing milestones, alert them of deadlines and required activities
2. Grouping students into cohorts based on different attributes of interest and adjusting cohorts as these attributes change
3. Sending kudos to students for milestone completion or academic performance
4. Sending alerts to students when off-track, such as poor academic performance or missing important milestones
5. Sending referral information to students about how to address challenges that may make it difficult to complete their programs
6. Providing efficient appointment scheduling and tracking tools that are tied to alerts and referrals
7. Sending alerts to faculty, advisors, and others about students that require support
8. Automating alerts and referrals to ensure follow-up, save time, and to address student interventions consistently
9. Providing tools for tracking and viewing the history of student interactions across campus (e.g., academic counseling, tutoring, career services)
10. Providing transparency into who is working with a student and the outcomes of their interactions.

The purpose of the RFP, as it relates to the Foundation, is to solicit proposals from suppliers that will lead to the selection of a vendor who is willing to supply substantially the same Case Management/CRM System as needed by all the 116 California Community Colleges and 73 Districts within the State of California. Each community college may award a contract to the successful vendor based on the same prices and upon the same terms and conditions pursuant to Sections 20118 and 20562 of the California Public Contract Code. Participation by any of the community colleges is voluntary and the Foundation cannot guarantee any minimum purchase amount from this contract. References to Colleges or Districts will be deemed to include K-12 school districts and any public corporation or agency, including any county, city town or public corporation or agency within the State of California (Attachment 2: Foundation Sample Agreement).

V. PREPARATION OF PROPOSAL

ELECTRONIC PROPOSALS must be received by, but no later than the date and time referenced under Section II-Dates and Timeframes. The Bid and Contract Documents are available online on the District's PlanetBids portal on the District's webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be issued the District's PlanetBids portal. It shall be Bidder's sole responsibility to conduct periodic checks of the PlanetBids portal to identify and download any Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness. In the event this RFP is obtained through any means other than the District's PlanetBids portal, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document. Should there be any questions as to changes to the content of this document, the District's PlanetBids portal documents shall prevail.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Vendor Portal by the deadline referenced in Section II-Dates and Timeframes. Inquiries after the date and time stated above will not be accepted. Responses from the District will be communicated via the PlanetBids Vendor Portal system to all recipients of this RFP.

VI. EVALUATION OF PROPOSAL AND AWARD

Selection Process.

The evaluation and selection process will involve four (4) steps as follows:

1. Vendors will be invited to submit proposals in response to this RFP. Proposals must at a minimum meet the College's essential requirements as listed in the "Key Criteria for Proposed Software" section of this RFP and should focus on products and services that best satisfy the College's needs, as presented in this RFP. ~~No cost information is desired from vendors in this step of the procurement process.~~
2. The College's selection committee will evaluate vendors' written responses with respect to the College's needs and key criteria, as presented in this RFP. Qualified vendors will be invited to continue in the procurement process.
3. Qualified vendors will be asked to perform in-depth product demonstrations. Such demonstrations will be based upon the College's specific functional needs and requirements.
4. After a thorough evaluation of vendors' statement of qualifications and onsite demonstrations, the College will solicit proposed pricing from qualified vendors short listed in step 3. Furthermore, the College may ask qualified vendors to refine their proposals for various products and services. At the conclusion of the process, the College will make a final recommendation to the College's Governing Board to authorize a contract.

See Section II for Dates and Timeframe for additional clarification.

Evaluation Criteria.

The District will award the contract to a responsive and responsible vendor whose proposal is most advantageous to the District. In accordance with District AP6430, the contract will be awarded based upon a “best value” evaluation. Criteria used, but not limited to, the following:

- **Responsiveness.** Responsiveness of the Proposal clearly states the Bidder’s practice areas, services, and in meeting the requirements of the RFP.
- **Experience/Ability.** The extent of the Bidder's previous experience working with institutions of higher education, preferably 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.
- **References.** Information obtained by the District from the Bidder’s provided references and other clients.

Proposed Pricing. The Bidder’s proposed fees for services provided, including:

- One-time costs for licenses for each tool proposed.
- Annual cost for subscription fees or licenses for each tool proposed.
- One-time implementation costs.
- One-time training costs.
- Total 3-year costs for similar projects.

Under the District’s best value evaluation method, the bidder with the lowest rates may not be awarded this contract. Responsive contractors may be asked to attend an interview to help the district in its evaluation. The District reserves the right to evaluate the competency and responsibility of all proposing service companies and to evaluate the ability of any proposing company to perform all conditions of the contract to assure the award of this contract to a firm able to produce the quality of service required and intended by these specifications. The District reserves the right to negotiate with and/or request best and final offers from selected Bidders as the District may deem appropriate in its sole and absolute discretion.

Proposal Scripted Demonstrations. The District will be conducting individual demonstrations with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any demonstration. The purpose of this demonstration is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the section committee to request additional clarifications. In these demonstrations, the Bidder may expand on the information provided in its key personnel present as the primary representatives during this process.

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

Modifications to Submitted Proposal. A Bidder may modify its proposal it has already submitted any time PRIOR to the time/date deadline for submission of proposals. Modifications to a proposal must be made thru the District’s PlanetBids Vendor Portal referenced under the General Terms and Conditions of this document. Vendor must re-submit its proposal as directed on the PlanetBids Vendor Portal. All proposals must show the status of “Submitted”.

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

Notice of Intent to Award Contract. Within thirty (30) calendar days following the ~~bid closure~~ **Selection Process's Evaluation and Best and Final pricing from select Bidders**, the District intends to issue a Notice of Intent to Award Contract, identifying the name of the selected Bidder to whom the District intends to award the contract and the date of the District's Board of Trustees meeting at which the Board will entertain a motion for award of the contract. Such Notice will be emailed via the District's PlanetBids bid management portal to Bidders submitting a proposal. The District may, at its sole and exclusive discretion, elect to shorten or extend the time for its issuance of the Notice of Intent to Award Contract.

Execution of the Agreement. The awarded Bidder shall execute a written Agreement with the District within ten (10) working days after the Board of Trustees have entered into a motion approving award of contract. Notice of Award will be communicated to the awarded Bidder via email. The Agreement shall be made in the form adopted by the District and incorporated in these RFP Documents. The awarded Bidder warrants that it possess, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the Scope of Work in compliance with all federal, state, county, city and District guidelines, including Board policies and regulations which are applicable.

Failure to Enter into Contract. If, upon Notice to Award by the District, the Bidder fails to enter into the Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, at the sole discretion of the District, award of the contract may be made to another Bidder.

VII. GENERAL TERMS AND CONDITIONS

Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP (Attachment 1) and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order (if applicable). All of the above documents are intended to be consistent and be complementary. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on the Agreement to Terms and Conditions document and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process. The winning Bidder's Proposal and all documents submitted will be incorporated into the District's Agreement.



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

Limitations and District Rights: The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or submission of a Proposal.

Limitations and District Rights. The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or the submission of a Proposal. It is at the sole discretion of the District to reject all Proposals.

Negotiations. The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive Proposals. Such negotiations and discussions, if conducted by the District shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Respondents timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Respondents will be randomly selected by the District; and (iii) each Respondent must have present at the scheduled date/time of its negotiation/discussion with the District, its principals or others with full and complete authority to bind the Respondent.

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

Confidential and Proprietary Information: All materials submitted relative to this RFP will be kept confidential until such time a notice of intent to award a contract or the RFP is cancelled. At such time, all materials submitted are subject to the California Public Records Act (*California Government Code* Section 6250 et seq.) except for Financial Statements and materials expressly noted in the Proposal as being "Confidential" or "Proprietary". Any information deemed confidential or proprietary must be clearly identified by the Bidder as such at the time of Bidder's submission. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

Pre-Bid Inquiries: Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of Quotes as referenced in the Calendar of Events section above. Pre-bid inquiries or clarification requests shall be submitted



electronically to the "Q&A" section of the District's eBid system where the Bid was downloaded. Responses and/or Addenda from the District will be posted on the District's PlanetBids vendor portal noted on the Call for Bids. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries after the date and time stated above will not be accepted.

END OF SECTION

VIII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Scope

Please describe how your firm will meet the following requirements:

1. The Case Management/CRM selected will support contact management and communications throughout the entire student lifecycle
2. The Case Management/CRM selected will provide foundational support for:
 - a. Student Recruiting- Student Recruiting focuses on outreach efforts and student communication campaigns
 - b. Student Appointments
 - c. Case Management/Coordinated Support – To include success/completion teams, scheduled follow-up, referrals, notes, and documents
3. The Case Management/CRM selected will integrate with other systems – e.g., Student Information System – and provide analytics focused on student success
4. The vendor will provide robust implementation and training services – both up front and ongoing

Key Criteria for the Software

Bidders will be required to respond to the following questions and provide information about the functionality in your product in their e-bid submission under the “Company Information and Signatory Page and Response to Key Criteria”. See IX – Bidder Instructions for additional information.

- 1) It should be a comprehensive Case Management/CRM solution covering the following student lifecycle areas:
 - a) Student Recruiting including outreach and onboarding
 - b) Student appointment system, **including appointments in advance or on demand, the ability to manage staff appointment schedules, the ability for students or staff to make appointments; and the ability to code different appointment types.**
 - c) Cohort and milestone tracking for the purposes of case management
 - d) Ability to identify where students are on their journey and group them into cohorts based on different characteristics of interest. Ability to adjust cohorts as their attributes change.
 - e) Ability to prioritize cases based on student need, characteristics, and risk factors that will help MiraCosta determine the appropriate response/care to provide. Traffic light (red, yellow, green) visibility to quickly recognize urgent priorities.
 - f) Ability to create and track referrals for various student services. E.g., Tutoring, Health Services, Financial Aid
 - g) Ability to provide Case Notifications via various communication channels. E.g., email and Mobile Device friendly interface.
 - h) Analytics (real-time, standard, and ad hoc reporting) and dashboards, with export capability in multiple formats (print, Web, Excel, csv, pdf)
- 2) The ability for students to see where they are in their journey – e.g., checklist, progress bar, etc.
- 3) The solution should integrate with currently available social media platforms such as Twitter, Facebook, Instagram, etc.
- 4) The proposed solution should be implemented at a similar institution.

- 5) Vendor should identify and provide additional contracts and/or license agreements that the College would be required to sign.
- 6) The system should be a Cloud/SaaS native and/or Cloud hosted by the vendor.
- 7) The College must ensure compliance with accessibility and cyber security standards; therefore, Bidders must provide a VPAT and HECVAT (See Bidder Instructions). Bidder selected will be required to provide, at their expense, a comprehensive third-party accessibility evaluation that verifies the claims made on the product Accessibility Conformance Report (VPAT 2.0).
- 8) Please describe the tools and methods that you provide to facilitate data-level integration between your solution and the systems listed below. Please also indicate if you provide any pre-built integration connectors (no development required) for any of the systems below:
 - Student Information System (Peoplesoft Campus Solutions)
 - Learning Management System (Instructure Canvas)
 - Degree Audit / Education Planning System (Ellucian Degree Works)
 - Microsoft Office 365

Please also describe whether any portions of your solution can be embedded in a user facing portal, LMS (Canvas), and/or other college web sites, to facilitate communications regarding:

- Admissions
 - Student Orientation
 - Student Financial Aid and Scholarships
 - Student Accounts and Billing
 - Student Services Engagement
 - Retention
 - Completion
- 9) Please describe your solution's approach to user provisioning, permissions management, and authentication, and specifically whether your solution can be configured for Single Sign On (SSO) using the DISTRICT's existing SAML 2.0 compatible Identity Provider.
 - 10) Provide typical terms of your Service Level Agreements (SLAs).

END OF SECTION

IX. BIDDER INSTRUCTIONS

- 1) Preparation and Submittal of Bid Proposal:** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District are non-responsive and will be rejected.

- 1.1. Electronic Bid Proposal Submittal.** All bids shall be submitted before date/time set forth in the Notice to Qualified Bidders via the District's PlanetBids vendor portal. Bid Proposals which are not submitted through the PlanetBids portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the PlanetBids portal; or (ii) untimely, incomplete or inaccurate data submitted through the PlanetBids portal. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771.
- 1.2. Electronic Submission Requirements.** Bidders must enter preliminary pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of best value. See Section VI – Evaluation of Proposal and Award for further clarification. Bidders must attach a pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771. If you continue to have difficulty, contact the District's Purchasing Department at by email at mihernandez@miracosta.edu. Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.
- 1.3. Bid and Contract Documents.** The Bid and Contract Documents are available only through the District's PlanetBids portal. The District's PlanetBids portal may be accessed through the District's Purchasing webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Vendors must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Project Addenda.
- 1.4. Date and Time of Bid Proposal Submittal.** The PlanetBids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's PlanetBids vendor portal.

- 2) Mandatory Documents for Submission:** The following must be submitted electronically with Bidder's Proposal:

- Company Information and Signatory Page and Response to Key Criteria
- Rate/Fee Schedule (entered as line items within District's PlanetBids Vendor Portal)
- Non-Collusion Affidavit

- References
- Agreement to Terms and Conditions
- Cooperative Utilization Clause and Agreement
- VPAT
- HECVAT lite or equivalent

All of the above must be in the form and content included within this RFP's Documents.

- 3) Proposal and Rate/Fee Schedule(s):** Bidder must enter preliminary pricing in the electronic bid form for any and all line items as required for the following:
- One-time costs for licenses for each tool proposed.
 - Annual cost for subscription fees or licenses for each tool proposed.
 - One-time implementation costs.
 - One-time training costs.
 - Total 3-year costs for similar projects.
- Bidder will include a fee Bid specifically reflecting the method of determining charges for work performed referenced in the scope of work. Bidder shall include other necessary costs and expenses. Bidder shall indicate how Bidder's fees are charged.
- 4) Non-Collusion Affidavit:** Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- 5) References Form:** A minimum of three (3) verifiable references preferably from a California public or private educational institution and/or California public agency shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder's related experience.
- 6) Agreement to Terms and Conditions:** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement (Attachment 1) for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
- 7) Cooperative Utilization Clause and Agreement:** Bidders shall complete and submit the Cooperative Utilization Clause and Agreement confirming if Bidder grants or does not grant other community college districts, school districts, or public agencies in the State of California to utilize the provisions of this RFP pursuant to the specifications set forth herein.
- 8) Current VPAT:** A VPAT is an industry standard template document that explains how your information and communication technology (ICT) products such as software, hardware, websites, electronic content, and support documentation meet (conform to) the [Revised 508 Standards](#) for IT accessibility. [Template for VPAT2.2 508](#). Bidder selected will be required to provide, at their expense, a comprehensive third-party accessibility evaluation that verifies the claims made on the product Accessibility Conformance Report (VPAT 2.0).



- 9) Current HECVAT (Lite) or Equivalent:** This is a standard Higher Ed template for vendors to report their cyber security practices. This information is used to assess vendor cyber security preparedness and compliance. We are requesting the HECVAT (Lite) from all vendors.
<https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit#tools>
- 10) Optional Additional Materials:** Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

END OF SECTION



**COMPANY INFORMATION AND SIGNATORY PAGE AND
RESPONSE TO KEY CRITERIA**

Company Name: _____

Business Address: _____

Name of Primary Point of Contact (POC) for RFP: _____

POC's Direct Telephone Number: _____ Fax: _____

POC's Email: _____ Website: _____

Type of Firm:

- ☐ Corporation ☐ LLC ☐ Proprietorship ☐ Partnership ☐ Joint Venture
☐ If other, please describe: _____

Business License Number (must be active and in good standing. If not, District will find Bidder non-responsive): _____

Number of years in business under firm name: _____

Number of years as a provider of this type services: _____

Number of years as a provider of services: _____

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:
_____	_____
_____	_____
_____	_____

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, explain: _____

State your firm's gross revenues for each of the last three years:

Current Year: _____



Last Year: _____

Year before last: _____

Has your firm ever reorganized under the protection of bankruptcy laws? ☐ YES ☐ NO

If YES, please enter date of reorganization: _____

How many employees are based in Southern California?

How many employees are based in the State of California?

Certifications:

☐ Small Business Enterprise (SBE) Certifying Agency: _____

Certification Number: _____

☐ Minority-Owned Business Enterprise (MBE) Certifying Agency: _____

Certification Number: _____

☐ Woman-Owned Business Enterprise (WBE) Certifying Agency: _____

Certification Number: _____

☐ Disabled Veteran Business Enterprise (DVBE) Certifying Agency: _____

Certification Number: _____

☐ Other Business Enterprise: _____

Certifying Agency: _____ Certification Number: _____

Key Criteria for the Software:

Please answer each of the following questions and provide information about the functionality in your product. Please attach additional pages for your responses to your e-submission.

- 1) It should be a comprehensive Case Management/CRM solution covering the following student lifecycle areas:
 - a) Student Recruiting including outreach and onboarding
 - b) Student appointment system, **including appointments in advance or on demand, the ability to manage staff appointment schedules, the ability for students or staff to make appointments; and the ability to code different appointment types.**
 - c) Cohort and milestone tracking for the purposes of case management
 - d) Ability to identify where students are on their journey and group them into cohorts based on different characteristics of interest. Ability to adjust cohorts as their attributes change.
 - e) Ability to prioritize cases based on student need, characteristics, and risk factors that will help MiraCosta determine the appropriate response/care to provide. Traffic light (red, yellow, green) visibility to quickly recognize urgent priorities.
 - f) Ability to create and track referrals for various student services. E.g., Tutoring, Health Services, Financial Aid
 - g) Ability to provide Case Notifications via various communication channels. E.g., email and Mobile Device friendly interface.
 - h) Analytics (real-time, standard, and ad hoc reporting) and dashboards, with export capability in multiple formats (print, Web, Excel, csv, pdf)
- 2) The ability for students to see where they are in their journey – e.g., checklist, progress bar, etc.



- 3) The solution should integrate with currently available social media platforms such as Twitter, Facebook, Instagram, etc.
- 4) The proposed solution should be implemented at a similar institution.
- 5) Vendor should identify and provide additional contracts and/or license agreements that the College would be required to sign.
- 6) The system should be a Cloud/SaaS native and/or Cloud hosted by the vendor.
- 7) The College must ensure compliance with accessibility and cyber security standards. Bidder selected will be required to provide, at their expense, a comprehensive third-party accessibility evaluation that verifies the claims made on the product Accessibility Conformance Report (VPAT 2.0).
- 8) Please describe the tools and methods that you provide to facilitate data-level integration between your solution and the systems listed below. Please also indicate if you provide any pre-built integration connectors (no development required) for any of the systems below:
 - Student Information System (Peoplesoft Campus Solutions)
 - Learning Management System (Instructure Canvas)
 - Degree Audit / Education Planning System (Ellucian Degree Works)
 - Microsoft Office 365

Please also describe whether any portions of your solution can be embedded in a user facing portal, LMS (Canvas), and/or other college web sites, to facilitate communications regarding:

- Admissions
 - Student Orientation
 - Student Financial Aid and Scholarships
 - Student Accounts and Billing
 - Student Services Engagement
 - Retention
 - Completion
- 9) Please describe your solution's approach to user provisioning, permissions management, and authentication, and specifically whether your solution can be configured for Single Sign On (SSO) using the DISTRICT's existing SAML 2.0 compatible Identity Provider.

10) Provide typical terms of your Service Level Agreements (SLAs).

Name and title of person responsible for submission of this proposal and the responses to this questionnaire:

Signature: _____ Date: _____

Print Name and Title: _____

Phone: _____ Email: _____



NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

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

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

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

BY _____
(Signature)

Name _____
(Type or print)

Title _____



REFERENCES

Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.

REFERENCE #1

NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #2

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #3

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)



AGREEMENT TO TERMS AND CONDITIONS

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

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

Initial the Appropriate Choice, below:

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

OR

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

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

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

BY _____
(Signature)

Name _____
(Type or print)

Title _____



COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

It is the intent of the District that pursuant to Public Contract Code Sections 20118 and 20652, other community college districts, school districts, or public agencies in the State of California (collectively referred to as "Participating Agencies"), may utilize the provisions of this bid pursuant to the specifications set forth herein. The District waives its right to require Participating Agencies to draw their warrants in the favor of the District and authorizes each district to make payment directly to the successful bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____

By accepting the piggyback option, Bidder certifies that they have read and understand the terms and conditions of the Foundation's Sample Agreement contained in Attachment 2 of this RFP. Bidder, acting as an authorized representative of their organization with the authority to commit to the terms and conditions, further certifies that their organization is capable of extending the pricing, services, and delivery – all required components of this RFP – to all Participating Agencies.

Piggyback option not granted _____

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

BY _____
(Signature)

Name _____
(Type or print)

Title _____

ATTACHMENT 1 – MIRACOSTA AGREEMENT

This Basic Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District") and **Legal Entity Name** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, the District advertised an RFP 08-21 **Case Management/CRM System**; and

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

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

- 1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services
- 2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.
- 3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.
- 4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.

5. Licenses and Permits. Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

6. Taxes. Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

7. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

8. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

9. Compliance with the Law. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing

occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property.

10. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services.

11. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

12. Indemnification. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury or death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

13. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. **Professional Liability Insurance (If applicable to type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. **Cyber Liability (If applicable to type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. **Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision

of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

14. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

15. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

16. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.



17. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

18. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

19. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

20. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

21. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

22. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Mina Hernandez
Director, Purchasing & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:

Contact information as referenced in Exhibit A

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

23. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

24. 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.

25. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

26. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

27. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

28. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

29. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration



conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

30. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

31. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

32. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

34. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

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

MIRACOSTA COMMUNITY COLLEGE DISTRICT

CONTRACTOR

Legal Entity Name

Signature: _____

Signature: _____

Date: _____

Date: _____





EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:

District Point of Contact:

Agreement Period:

Start Date:

End Date:

Scope of Work - Description of Services and Deliverables:

- See Contractor's response to RFP 08-21

Rate and Method of Payment:

Total Not to Exceed Cost for Agreement: \$XXXX

Payment and Compensation Terms:

Invoices. Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.

Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.

ATTACHMENT 2 - FOUNDATION SAMPLE AGREEMENT

Note: Respondent is advised to review the contents of the document, and if needed, utilize Attachment 3 to provide Exceptions and Deviations to the Sample Agreement. Exceptions and Deviations not submitted via Attachment 3 will be considered non-negotiable.

CollegeBuys Master Services Agreement

Agreement No. **[Completed by Contracts Dept.]**

This Administrative Agreement ("Agreement") is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and **[Supplier Name] [a California corporation, limited liability company, general partnership, sole proprietor or an individual]**, ("Supplier").

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is _____ thru _____

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals
Exhibit B	Terms and Conditions
Exhibit C	Special Terms and Conditions
Exhibit D	Notices
Exhibit E	General Provisions
Exhibit F	Products and Services
Exhibit G	Supplier Commitment & Program Promotion
Exhibit H	Sample Form of Supplier Quarterly Reporting to Foundation
Exhibit I	Cooperative Utilization
Exhibit J	Contract Amendments/Modifications
Attachment 1	Bid Documents

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUPPLIER

By: _____

Print Name: _____

Title: _____

Date: _____

SUPPLIER – second signature if applicable

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____

Print Name: Jorge J.C. Sales

Title: Executive Director, Program Development

Date: _____

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES – signature 2 if applicable



**PURCHASING &
MATERIAL MANAGEMENT**

**Case Management/CRM System
RFP 08-21**

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: _____



EXHIBIT A
(Sample Administrative Services Agreement)

RECITALS

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established as the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation, in partnership with [Public Agency Name] and the Association of Independent California Colleges and Universities, issued a [Office Products RFP] so that Supplier may provide products and/or services as described in RFP #21-003, attached hereto as part of Attachment 1 ("Bid Documents");
4. **WHEREAS**, this Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation may purchase Products at prices stated in the RFP #21-003;
5. **WHEREAS**, Supplier provides [description of products/services] as agreed upon in this Agreement and attached hereto as Exhibit F;
6. **WHEREAS**, Supplier desires to make this Administrative Agreement available to any and all public agencies, public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
7. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B**(Sample Administrative Services Agreement)****TERMS AND CONDITIONS**

1. Administrative Agreement. The Agreement of the parties consists of this Administrative Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Administrative Agreement and all applicable Exhibits are hereinafter collectively referred to as the "Agreement." In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence. The remaining exhibits will be given precedence as follows: (1) Request for Proposal; (2) Special Terms and Conditions; (3) Supplier Response to the RFP; (4) Exhibits of this Agreement beyond the Aforementioned.
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Administrative Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement or the Agreement.
5. Term.
 - a. This Agreement shall begin on **Month, Day, Year** ("Effective Date") and shall terminate on **Month, Day, Year**, unless extended in accordance with term 5(b) below.
 - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for seven (7) additional one (1) year periods ("the Extended Term"). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new

- Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
6. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
 7. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see the Special Provisions, Quarterly Fees & Reporting, below for specific requirements.
 8. Assignment. The Foundation's rights and obligations hereunder may be assigned at Foundation's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of the Foundation.
 9. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
 10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the

Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

11. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Administrative Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of this Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Administrative Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
 1. Scholarship and Program Support. In addition to quarterly administrative fees, the Supplier commits to an additional 1% rebate for the total purchase invoice, less taxes for all purchases by Participating Agencies under the Agreement as reinvestment and support to Foundation scholarships or programs.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the

administrative fee applicable to each quarter, as described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.

- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.



EXHIBIT C

(Sample Administrative Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.

TECHNOLOGY INFRASTRUCTURE

1. **Definitions.**

“Licensee Data” is defined as business and other proprietary information of any type generated in connection with work related to the Participating Agency’s operations. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and Personal Information related to the Participating Agency’s employees or clients/customers/students.

“Personal Information” is defined broadly to include any and all information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

2. **Security.** Supplier shall provide Participating Agency, as “Licensee”, with general system security relating to “Licensee Data” including: (a) physical security of the hosting location, (b) limiting access to Licensee’s stored information to individual Supplier employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.

3. **Data Security.** Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Licensee Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Licensee Data, and against unauthorized access to, use or disclosure of Licensee Data.

4. **Security Updates.**

- a) Participating Agency will be notified of any changes to Supplier security policies applicable to Licensee Data with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
- b) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier’s security compliance for the Licensee Data.

5. **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier’s business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier’s work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency’s computers, applications, information

storage, networks, and telecommunications systems, including telephones and facsimiles, ("IT Assets") are the Participating Agency's property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency's business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.

6. **Data Sharing.**

- a) All Licensee Data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency. Data shared with third party companies remains the sole property of Participating Agency.
- b) Licensee Data shared or collected must be stored in the United States of America.
- c) All Personal Information Data must be encrypted at all times, both at rest and in transit.
- d) Licensee Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based based protocol. Under no circumstances will the parties share employee Personal Information via non-secure methods such as public email.
- e) Licensee Data will be shared at mutually agreed upon times between the parties.
- f) Employee data to be shared with and/or collected by Supplier will be limited to Employee SSN, EID (not Banner ID but the Alternate ID), Prefix, First, MI, Last, Suffix, DOB, Sex, Marital Status, Country, Pay Group, Department, Title, TTE, Hours Per Week, Hire Date, Address, City, State, Zip, Home Phone, Work Phone, Email, Personal Email, Payroll Frequency, Deduction Frequency, Gross Salary, Location Number, Location, Job Class, Pay Group, Department Number, Department, Title, FTE, Hours Per Week, Hire Date, Eligibility, Date, Status, Enrollment Status, Termination Date, Event Date, PIN, Require PIN Change, As of, Session UserID, Session City, Hourly Wage, PTO Balance, PTO Cost, Mailing Country, Mailing Address, Mailing City, Mailing State, Mailing Zip, Country of Citizenship, Event Code, Event Description, User ID, Birth Country.
- g) All data collected, stored, transmitted, and/or otherwise shared between the District and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.

7. **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency's users. Supplier shall report any

confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier.

8. **Business and Other Proprietary Information.** Supplier agrees that Licensee Data is confidential. Licensee Data and "any associated Personal information" will not be accessed, used or disclosed for any reason other than to conduct the work pursuant to this agreement. Business and other proprietary information obtained or learned during the course of Supplier's relationship with the Participating Agency will not be (i) disclosed to any unauthorized party, or (ii) used or disclosed after termination of the relationship. Supplier promises to return or destroy all business and other proprietary information to the Participating Agency within 14 days after termination of the relationship between the parties.
9. **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual Property arising out of or relating to the software and the service provided by it (the "Services"); none of the Foundation, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.

As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.

10. **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Licensee Data and its Institution Applications except for rights granted to Supplier and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Licensee Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency's option.
11. **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all licensed software/technology and documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Licensee to facilitate the retrieval and download of all Licensee data collected by and stored by the Services. Upon Licensee's receipt of the data, Supplier will certify that all Licensee Data has been thoroughly and completely removed from the Supplier's Services.
12. **Nondisclosure of Licensee Data.** Supplier shall hold all Licensee Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Licensee Data for any purpose other than to provide the Service or as may be authorized in writing by Participating Agency. Supplier shall not disclose Licensee Data to any other party except: (a) to Supplier employees, agents, subcontractors and service providers, to whom Licensee Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Supplier or Supplier customers, including the enforcement of Supplier agreements or policies governing Institution's use of the Service; or (d) as authorized by Participating Agency in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to Licensee Data are aware of Supplier' obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.
13. **CCPA Obligations.**
 - a. Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.
 - b. Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform the Foundation or Participating Agency (as applicable) of the legal requirement and give the Foundation or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.



- c. Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- d. Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- e. If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.



ADA Section 508 Compliance Certification

1. **Equal Access.** Supplier ensures equal access to their software, products and services for all and particularly for individuals with disabilities, in a timely manner. An individual with a disability will be afforded the same opportunity to acquire and engage with the software, products, and services as a person without a disability in an equally effective and equality integrated manner, with substantially equivalent ease of use
2. **ADA / Accessibility.** With respect to ADA compliance, the Supplier shall:
 - a) Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.2, Level AA (<https://www.w3.org/TR/2020/WD-WCAG22-20200811>) specifications.
 - b) Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acss>).
 - c) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
 - d) Upon contract signing, must present a VPAT.
3. **Accessibility Clause.** Supplier warrants that their software, products and services adhere to *Section 508 of the Rehabilitation Act of 1973* and is fully compliant with the Web Content Accessibility Guidelines 2.2, Level AA (WCAG 2.2, AA) standards for accessibility. Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request. If portions of the software or user experience are discovered to be non-compliant at any point, the Foundation (on behalf of the Chancellor's Office or other colleges/agencies participating under this agreement) will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by the Foundation, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and the Foundation.

[SUPPLIER]

By: _____ Date: _____

Print Name: _____ Title: _____





IRAN CONTRACTING ACT VERIFICATION

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	



OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	



EXHIBIT D

(Sample Administrative Services Agreement)

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION:

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbcontracts@foundationccc.org

SUPPLIER:

SUPPLIER's Name/Company
SUPPLIER's Business Contact Name
Address
Address
Phone Number
Fax Number
Email Address

EXHIBIT E**(Sample Administrative Services Agreement)****GENERAL PROVISIONS**

1. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. **Modification and Waiver.** Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. **Choice of Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. **Binding Power.** This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. **Independent Parties.** This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

8. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
9. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.



EXHIBIT F

(Sample Administrative Services Agreement)

PRODUCTS AND SERVICES



Lowest Price Commitment Certification

In accordance with regulations established for California Public Contract Code 20661(a)(2), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

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[SUPPLIER]

By: _____ Date: _____

Print Name: _____ Title: _____



EXHIBIT G

(Sample Administrative Services Agreement)

SUPPLIER COMMITMENT & PROGRAM PROMOTION

Supplier Commitment

The Foundation for California Community Colleges ("Foundation") asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier's primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency's request, such agency will be transitioned to the Supplier's Foundation contract.

Sales Commitment - A commitment that the Supplier will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation's contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- ☐ A toll-free national telephone for inquiries and orders
- ☐ Regional or toll-free fax number for inquiries and orders
- ☐ An email address for general inquiries
- ☐ Provide the following for Foundation website use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier's website
 - Overall information about Supplier
 - Other promotional material as desired

Supplier Program Promotion

The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications

from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier's staff to requests for contact from public school districts. Additionally, Foundation suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the CollegeBuys website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- ☐ Contract was competitively solicited by a Public Agency;
- ☐ Best educational pricing focused on the Total Cost of Ownership (TCO)
- ☐ No cost to participate
- ☐ Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- ☐ Key features of Foundation contract
- ☐ Understanding of the process of development of the Agreement
- ☐ Working knowledge of Foundation Organization and Solicitation Process
- ☐ Awareness of the range of Participating Agencies that can access Foundation



EXHIBIT H

(Sample Administrative Services Agreement)

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
TOTAL	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation



EXHIBIT I

(Sample Administrative Services Agreement)

COOPERATIVE UTILIZATION

This Administrative Agreement is available to any and all public agencies, public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.



EXHIBIT J

(Sample Administrative Services Agreement)

CONTRACT AMENDMENTS/MODIFICATIONS



ATTACHMENT 1
(Sample Administrative Services Agreement)

BID DOCUMENTS

- RFP No. [XX-XXX]
- Proof of Publication
- Supplier Response to RFP No. [XX-XXX]
- Notice of Intent to Award
- Board Approval

