REQUEST FOR PROPOSAL (RFP)

FINANCIAL AID DISBURSEMENTS

RFP #SCCCD 1011-101

NOTE: PLEASE READ ENTIRE DOCUMENT BEFORE PROCEEDING WITH RESPONSE

WARNING
DO NOT TAMPER WITH, NOR ALTER, THE PROPOSAL DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, THE PROPOSAL DOCUMENTS WILL AUTOMATICALLY RENDER RESPONDENT’S PROPOSAL AS “NON-RESPONSIVE” AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR RESPONDENT TO PRINT ONLY. AFTER PRINTING, RESPONDENT SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE RFP DOCUMENTS.

PROPOSAL DELIVERY LOCATION
District is not responsible for late RFPs or for RFPs delivered to any other location. Faxed or electronic responses will NOT be accepted. Original RFP must have original, ink signature.

Santa Clarita Community College District
Colette Blanchard, Senior Buyer
Contract, Procurement and Risk Management Services
26455 Rockwell Canyon Road, M&O Building
Santa Clarita, CA 91355

Date of RFP Wednesday, April 13, 2011
Completed Response Due No Later Than: Friday, May 6, 2011
Last Day for Questions Friday, April 29, 2011
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INTRODUCTION

1) DISTRICT BACKGROUND
The Santa Clarita Community College District (herein referred to as DISTRICT or District) was established in 1967, and is one of seventy-two districts that comprise the California Community College System. In the span of 40 years, College of the Canyons has been transformed from a small community college serving several hundred students into one of the nation’s fastest growing, large community colleges (those with 10,000-plus students). Change and significant progress have occurred throughout the Santa Clarita Valley over the years, and College of the Canyons has been propelled forward by a combination of the community’s growth and an unwavering vision to transform College of the Canyons into the best community college in the country. College of the Canyons is a place of character, innovation and creativity that is uniquely equipped to allow students the opportunity to create a path to their dreams.

The District’s service area is approximately 367 square miles in Northern Los Angeles County (unincorporated area of Los Angeles County) and the City of Santa Clarita. The District has two campus locations, Valencia and Canyon Country, and several additional sites. The 153-acre Valencia campus boasts more than 721,694 square feet of building space, while our Canyon Country campus, which itself opened in 2007 is 70-acres and can accommodate up to 10,000 students when the permanent buildings are completed.

2) BASIC STATISTICAL INFORMATION

Headcount:
Fall 2009: 22,334

First Principal Apportionment for FY2009/10:
Credit FTES 14,905
Non Credit FTES 400
Non Credit CDCP 218

Grants Received:
2009/2010 (as of May 2010) $5.3 million

Faculty & Staff Headcount as of Fall 2009:
Full –Time Faculty 191
Adjunct Faculty 431
Classified Administrator 53
Educational Administrator 27
Classified Staff 221

Monthly Financial Aid Check Disbursements (Prior Year)
Checks 12,000
Dollar Value $11.5 Million

REQUEST FOR INFORMATION

All communications and any questions or comments, whether of technical or a general nature, can be directed via email to:
Colette Blanchard
Senior Buyer – Contract, Procurement and Risk Management Services
Santa Clarita Community College District
Email: colette.blanchard@canyons.edu

END OF INTRODUCTION
SCOPE OF SERVICES
FINANCIAL AID DISBURSEMENTS

RFP #SCCCD 1011-101

The current system requires the Financial Aid Office to identify students who are eligible for disbursements. Selected students are processed in Datatel (administrative software system) to confirm eligibility through structured rules. Datatel will then calculate anticipated disbursement amounts.

Financial Aid then submits a “saved list” with all the identified students to Fiscal Services to begin the disbursement process. Once each disbursement has an identifiable voucher number, a file is uploaded to the Los Angeles County Office of Education (LACOE) where a B warrant (paper check) is created on behalf of District. Upon receipt of the B warrants, Fiscal Services reconciles each B warrant to the disbursement roster. B warrants are then placed in envelopes and mailed out to students. Any returned, missing or stale-dated B warrants are processed by Fiscal Services in conjunction with LACOE.

District may pursue expanding the selected Respondent’s services to include all student refund disbursements and reimbursements at a later date.

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

C. TERM - The term of any resulting contract(s) shall be for three (3) years with an option to renew upon mutual agreement.

REQUIREMENTS: Scope of work to be performed

The District Requires the Respondent to:

1. Manage the delivery of all financial aid disbursements.
2. Electronically notify students of the distribution of financial aid disbursements in a manner that meets all Financial Aid Title IV regulations.
3. Assist and manage the District in planning and project management related to the disbursement of financial aid disbursement program.
4. Provide a marketing strategy which includes educational and promotional materials. The marketing must be co-branded to the District colors, logos, name, etc and all marketing must be produced and paid for by the Respondent.
5. Maintain all student data and banking information in a secured database in compliance with all banking, FERPA, GLB Act and Federal regulations.
6. Provide services to be capable of accepting communication from the District’s Datatel system, creating a simple and efficient process for the District to outsource the distribution of District financial aid disbursements to students using one flat file securely transmitted to the Respondent via secure shell technology. The District will not be providing automated clearing house (ACH) files to the Respondent; or collecting, inputting, or maintaining bank routing and account numbers; or maintaining financial aid disbursement delivery choices; or handling exceptions, returns or errors in financial aid disbursement delivery.
7. Work with the District to coordinate daily electronic interchange of data necessary to effectively maintain services to our customers.
8. Handle the issuance of all financial aid disbursement cards to District specified students via US mail. The District will not produce or deliver cards.
9. Provide support to the District for financial aid disbursement card design, fabrication and issuance, as well as provide operational and promotional support.
10. Provide method for specified students to activate the financial aid disbursement card and select a financial aid disbursement preference that includes, but is not limited to the following options:
o Ability to choose a debit card account which must be linked with a FDIC insured demand deposit account (DDA) against which checks can be written, signature-based debit transactions and PIN based transactions can be initiated through a major payment network such as Visa or MasterCard and ATM transactions can be completed. The District does not desire a stored-value product but requires a DDA. The DDAs must be available as a choice for all specified student account holders without pre-qualification or paper-signature required. The DDAs must allow for same-day availability of funds. The District requires for others (i.e. parents of students, spouses, significant others) to be able to easily and securely send money to respective DDA’s at no charge. Student account holders must be able to continue use of their open DDA when a student ends their relationship with District (graduates, withdraws, etc.)

o Ability to choose to deposit financial aid funds into their existing domestic bank account via automated clearing house (ACH) AND have next-day availability of funds.

o Ability to choose to receive a paper check AND be mailed the check the day following the receipt of funds by the Respondent.

11. Hold funds no longer than ten (10) days for student account holders that fail to select a disbursement preferences before a check will be mailed.

12. Process all exceptions with respect to financial aid disbursement payment delivery, including error resolution, lost/stolen checks, incorrect or missing payments, bad address or account information, etc.

13. Handle the replacement of lost/stolen/damaged financial aid disbursement card. Cardholders must be able to report a lost/stolen card and have it deactivated at any time, via a toll free number or online.

14. Provide access to a secure co-branded website, maintained by the Respondent, that provides the following services:
   o authorization content that complies with Title IV refund delivery regulations
   o auto-email notification feature for financial aid disbursement delivery, regardless of preference
   o ability to maintain account holder contact information such as mailing and emailing addresses
   o ability to re-order a replacement card
   o ability to reset a PIN instantly
   o ability to provide balance and transaction inquiries for DDA account holders
   o ability to enroll in direct deposit for payroll; pay bills; make wire transfers; stop payments and order paper checks for DDA account holders
   o a list of available ATM locations for the DDA account holders
   o ability for DDA account holders to receive monthly account statements that are print friendly

15. Install and maintain ATM cash dispensing machines on both District campuses.

16. Provide toll free customer service support for District and students.

17. Provide online customer service support for District and students.

END OF SCOPE OF SERVICE
RFP RESPONSE CRITERIA
[Use this page as the first page of your response to the RFP]
FINANCIAL AID DISBURSEMENTS
RFP #SCCCD 1011-101

1. Please submit your response to the RFP, one (1) original and four (4) copies, in the order shown below, using the forms provided in RFP document. Be sure to fully complete forms and reply to all points on the Questionnaire(s). Your responses must be identified by the corresponding alpha/numeric as the manner of submission is essential to permit effective evaluation by the committee.
   - RFP Response Criteria Cover Page (this page)
   - Respondent Information
   - Response to Proposal Requirements - In the preparation of RFP proposal, Respondent shall identify responses to match the alpha/numeric listed in the Questionnaire section by restating the question or statement and furnishing the answer/response
   - Fee Schedule
   - Certification of Workers' Compensation
   - Non Collusion Affidavit

2. Submit response to RFP securely sealed in an envelope or box with the following clearly written on the outside: Proposer’s Name, Proposal Name, Proposal Number, and Proposal Opening Date. This sealed envelope/box must be received no later than May 6, 2011 at the following location (District is not responsible for late Proposals or for Proposals delivered to any other location):
   Colette Blanchard, Senior Buyer
   Contract, Procurement and Risk Management Services
   Santa Clarita Community College District
   26455 Rockwell Canyon Road, M&O Building
   Santa Clarita, CA 91355

3. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective representation of your business and its services are neither necessary nor desired.

4. Complete the box below, sign and place this sheet at the front of your RFP submittal.

Please accept this signed document and the attachments as our Business’ interest in offering requested services and/or equipment to the District in accordance with this RFP.

<table>
<thead>
<tr>
<th>BUSINESS NAME</th>
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<tbody>
<tr>
<td>CONTACT NAME</td>
</tr>
<tr>
<td>MAILING ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE ZIP</td>
</tr>
<tr>
<td>CONTACT TELEPHONE</td>
</tr>
</tbody>
</table>

Electronic and faxed responses will not be accepted.

Authorized Signature ____________________________________________ Date __________
Print Name __________________________________________________________
Print Title __________________________________________________________
## LEGAL ENTITY TO WHICH CONTRACT TO BE AWARDED IF YOU ARE THE SUCCESSFUL RESPONDENT

<table>
<thead>
<tr>
<th>Business Name</th>
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<tbody>
<tr>
<td>Business Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
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</tbody>
</table>

### TYPE OF BUSINESS
- [ ] CORPORATION
- [ ] PARTNERSHIP
- [ ] JOINT VENTURE
- [ ] LLC
- [ ] PROPRIETORSHIP
- [ ] OTHER:

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<thead>
<tr>
<th>Business Tax ID #</th>
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<tr>
<th>Business License Issuing City, St</th>
<th>License Number:</th>
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### # OF YEARS IN BUSINESS
HAS BUSINESS CHANGED NAMES IN PAST 3 YEARS? [ ] YES [ ] NO
IF YES, PROVIDE FORMER NAME:

### BUSINESS OWNER NAME

<table>
<thead>
<tr>
<th>Business Owner Name</th>
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<tbody>
<tr>
<td>Telephone #</td>
<td>Email Address</td>
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### PRIMARY CONTACT INFORMATION, if different than above

<table>
<thead>
<tr>
<th>Contact Name</th>
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<tr>
<td>Contact Title</td>
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<tr>
<td>Address</td>
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<tr>
<td>City, State, Zip</td>
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| Telephone # | Email Address |

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**DO NOT TAMPER WITH NOR ALTER ANY OF THE RFP DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, RFP DOCUMENTS WILL AUTOMATICALLY RENDER RESPONDENT'S RFP AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR RESPONDENT TO PRINT ONLY. AFTER PRINTING, RESPONDENT SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE RFP DOCUMENTS.**

The above business, contact and technical information is true and correct. Further, I have read and understand that there can be no tampering with, or altering of, the RFP documents.

Signature, name and title of individual authorized to submit response to the RFP.

<table>
<thead>
<tr>
<th>Signature</th>
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<tr>
<td>Print Name</td>
<td>Print Title</td>
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<tr>
<td>Telephone Number</td>
<td>Email Address</td>
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Respondents should note that it is their responsibility to use their own knowledge and experience in determining specific services required to meet performance standards defined herein.

In preparation of the proposal, Respondent shall, on a separate page(s) and in the order shown below, re-state the question or statement and furnish the answer/response:

I. Proposal Response Requirements
   A) Letter of Transmittal
      The letter of transmittal should contain the following information:
      1. A brief understanding of the services to be performed as stated in the RFP.
      2. A positive commitment to perform the services within an expected launch date of Fall 2011.
      3. The names of the persons authorized to represent the respondent, their title, the address and the telephone number.

   B) Profile of the Respondent
      The profile of the respondent should include general background information, such as:
      1. The company and size of the respondent, whether it is local, regional, national, or international in operations. Location of all company offices.
      2. The location of the office from which the work is to be done.
      3. A positive statement that the following mandatory criteria are satisfied:
         a. An affirmation that the Respondent is properly licensed to operate in the State of California.
         b. An affirmation that the Respondent meets all specific requirements imposed by local, state or federal rules, regulations or laws.
         c. An affirmation that the Respondent has a current SAS70 assurance report issued by an independent party that has been issued within the last 12 months. Please also provide a copy of the report. (Note: Selected vendor will be required to have an independent party issue an updated SAS70 assurance report annually. Vendor will be considered in breach of contract if this condition is not met.)
      4. Provide a copy of the Respondent’s recent audited financial statements. Respondent shall provide this information in a separate sealed envelope clearly marked “Financial Information”.
      5. List and describe any claims or lawsuits that have been made against the company, owners or affiliates for non-performance or inadequate performance as a provider of a financial aid disbursement program or banking relationship program.

   C) Technical Experience and Qualifications of Respondent
      The technical experience and qualifications of the Respondent should include the following information:
      1. Provide a minimum of five (5) clients that District may contact for reference purposes. Provide the client entity name, primary contact name and title, phone number, e-mail, mailing address and brief summary of affiliation. Include references from any higher education institutions where the company provides similar service.
2. Provide a list of California community college district clients served by the respondent company in the past two years for whom your company has performed the services described in this RFP.

3. Provide evidence and track record of the company providing the services described in this RFP.

D) Respondents Ability to Perform Services

1. Submit a work plan to accomplish the scope of services defined in the RFP beginning on page 2. The work plan should describe in detail all necessary processes, procedures, responsibilities, services, timetables, sample reports, products, materials, online screen shots and deliverables as applicable.

E) Cost of Services

Please list, in detail, all costs to the District and Students for the products and services proposed in the above sections of this RFP. Be sure to list any costs for the following items in addition to any other related costs as well as any incentives or waived fees the Respondent proposes.

1. Set-up Fee
2. Technical Integration Fee
3. ATM Installation Fee
4. Marketing Support and Development Fee
5. Website Co-branding Fee
6. Training & Support
7. Fees related to card issuance
8. Fees related to Funds Disbursement
9. Ongoing Maintenance Fees
10. Implementation and Project Planning
11. Other Transaction Fees
## FEE SCHEDULE – RESPONSE FORM

### FEE SCHEDULE- DISTRICT COSTS

<table>
<thead>
<tr>
<th>Description of Products &amp; Services</th>
<th>Per Transaction Fee</th>
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<td><strong>Total Costs</strong></td>
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### FEE SCHEDULE- STUDENT COSTS

<table>
<thead>
<tr>
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<th>Per Transaction Fee</th>
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<td><strong>Total Costs</strong></td>
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### FEES WAIVED

<table>
<thead>
<tr>
<th>Description of Products &amp; Services</th>
<th>Explanation of Waived Fee</th>
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F) Workers’ Compensation Insurance
Each Respondent shall submit with its response a duly completed and executed form of Certificate of Workers’ Compensation Insurance; the required form of Certificate of Workers’ Compensation Insurance is included in this RFP. The failure of a Respondent to submit the completed and executed form of Certificate of Workers’ Compensation Insurance with its RFP will result in rejection of the Proposal for non-responsiveness.

G) Non-Collusion Affidavit
Each Respondent shall submit with its response a duly completed and executed form of Non-Collusion Affidavit; the required form of Non-Collusion Affidavit is included in this RFP. The failure of a Respondent to submit the completed and executed form of Non-Collusion Affidavit with its RFP will result in rejection of the Proposal for non-responsiveness.

END OF QUESTIONNAIRE
Evaluation of the RFP Proposals
District evaluation personnel will review and evaluate all RFP Proposals on service and price merits. Evaluation criteria will include, but will not be limited to:

- Compliance and comprehensiveness with the requirements of this RFP.
- Ability of the Respondent to offer a “turn-key solution” to disburse all financial aid disbursements at no cost to the student and least cost to the District and fully support project implementation and operations.
- Ability of the Respondent to effectively manage the delivery of all District financial aid disbursements via an online Respondent system. The District will not collect, input or maintain delivery preferences, bank routing or account numbers for financial aid disbursements; the Respondent system must collect and maintain financial aid disbursement delivery preferences for students through direct student input.
- Array of services available to students, including:
  - A co-branded website (District and Respondent) that provides a complete online banking application with a free FDIC checking account with no monthly fee or minimum balance, District specific colors, graphics, content, instructions, and links.
  - Instant online process to open a bank account without paper signature or pre-qualification;
  - Online customer service features for tracking financial aid disbursement delivery and inquiries by students.
  - Toll free customer service line for students and staff.
  - Plan of the Respondent for easy and convenient card issuance via US Mail.
  - Ability of the Respondent to offer and support an online reporting tool available for the administration that provides access to real-time data and audit trails on financial aid disbursement delivery payments.

Selection and Implementation Phase
After the initial evaluation, and if deemed necessary by the District evaluation committee, Respondents whose proposals are initially favorably rated will be offered an opportunity to give an oral presentation, provide an online demonstration of the website and reports, and to answer questions from the evaluation team.

D. Upon completion of the selection process, Board of Trustees approval, and the signing of an agreement between the Respondent selected and the District, implementation phases of the new agreement will begin during the Summer semester of the 2011 academic year, with an expected launch date of Fall 2011. The exact date for each phase will be determined jointly by the District and the selected Respondent. The process for all financial aid disbursement delivery must begin on a date yet to be determined.
CERTIFICATE OF
WORKERS’ COMPENSATION INSURANCE

I, __________________________________________, the __________________________________________
(Name) (Title)
of _____________________________________________________, declare, state and certify
(Respondent Name)

that:

I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State;

(b) By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure either as an individual employers, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

Respondent’s
Name
Authorized
Signature
Print Name
Print
Date
Title
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF ______________________

I, __________________________________, being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the __________________________________ of _____________________________________, the party
>Title) (Respondent Name)
submitting the foregoing RFP Proposal (“the Respondent”). In connection with the foregoing RFP
Proposal, the undersigned declares, states and certifies that:

1. The RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person,
   partnership, company, association, organization or corporation.

2. The RFP Proposal is genuine and not collusive or sham.

3. The Respondent has not directly or indirectly induced, or solicited any other party to put in a
   false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed
   with any other party or anyone else to put in sham RFP, or to refrain from submitting this
   RFP.

4. The Respondent has not in any manner, directly or indirectly, sought by agreement,
   communication, or conference with anyone to fix the RFP price, or that of any other party, or
   to fix any overhead, profit or cost element of the RFP price or that of any other
   party, or to secure any advantage against the public body awarding the contract or of anyone interested
   in the proposed contract.

5. All statements contained in the Proposal and related documents are true.

6. The Respondent has not, directly or indirectly, submitted the RFP 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 person, corporation, partnership, company, association,
   organization, RFP depository, or to any member or agent thereof to effectuate a collusive or
   sham RFP.

Executed this ____ day of ___________, 20__ at ________________________________.
(City, County and State)

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

By: _________________________________Title: _______________________________

1. Rules and Regulations - Respondent shall be responsible for ensuring that its employees conform
   to all campus rules and regulations

2. Additional Information - Respondent may include any additional, pertinent operational information
   not requested in this section.
1. **PREPARATION OF PROPOSALS** - Proposals must be submitted on forms furnished by the District in “Proposal Forms” section herein and be completed in ink or be typewritten. Proposal should be prepared simply and economically with an emphasis on completeness and clarity of content. Signature on Proposal Documents must be in ink to be considered acceptable. Proposals received after the time specified for Proposal opening or at a place other than that stated in the “Notice for Invitation for Proposal” will be returned unopened. Fax or other form of electronically-transmitted Proposals will be rejected and will not be considered for award.

2. **PROPOSAL ERASURES, ERRORS AND CORRECTIONS; INCONSISTENT OR ILLEGIBLE**
- No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing Proposal Documents. Proposals must be legible, consistent and non-ambiguous. Verify Proposals before submission as they cannot be corrected after being opened, nor withdrawn for a period of ninety (90) days after the date set for Proposal opening.

3. **PROPOSAL SIGNATURES** - All Proposals must show the firm name and must be signed by an authorized, responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. The name of each person signing shall also be printed below the signature. When requested by District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the Proposal.

4. **ADDENDA OR BULLETINS** - Any addenda or bulletins issued during the Proposal process shall form part of the specifications issued to Proposers for the preparation of their Proposals and shall constitute part of the Proposal Documents.

5. **WITHDRAWAL OF PROPOSAL** - A Proposer may withdraw its Proposal without prejudice prior to the time and date set for Proposal opening by submitting a written, signed request to the District's contact person and received by that person prior to the time designated for receipt of Proposals. If this occurs, the Proposal will be returned to the Proposer unopened. Withdrawn Proposals may be resubmitted up to the time designated for the Proposal opening provided that they are in full conformance with the Proposal. A Proposer may not withdraw its Proposal for a period of ninety (90) days after the time and date set for Proposal opening.

6. **ACCEPTANCE OF PROPOSAL** - The District reserves the right to accept or reject any and all Proposals, to waive any informalities or irregularities in the Proposals or proposing, to be sole judge as to the merit and quality of the materials, products or services proposed, its compliance to the Scope of Work and needs of the District. Proposals may be rejected on grounds of non-responsibility, see “Award of Contract” below. Proposals are subject to acceptance or rejection at any time within sixty (60) days after opening of same unless otherwise stipulated.

7. **FAILURE TO ENTER INTO CONTRACT** - If, upon Notice to Proceed by the District, the Respondent fails to enter into the Agreement within the specified time period, the pending award will be annulled. An award may be made to another Respondent who shall fulfill every stipulation as if it were the party to whom the first award was made.

8. **INDEPENDENT RESPONDENT STATUS** - While engaged in carrying out the terms and conditions of the Purchase Order, the Respondent is an independent Respondent and not an officer or agent of the District.
9. **ASSIGN OR TRANSFER** - Respondent shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the written consent of the District and of his/her surety (ies), if any.

10. **NON-DISCRIMINATION** - It is the policy of the District that in connection with any work performed under contract there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, age, national origin, marital status, gender, disability, disabled veteran status or religious creed. All Respondents agree to comply with the District’s non-discrimination policy and all applicable Federal and California laws including but not limited to the California Fair Employment and Housing Act, commencing with California Government Code, Sections 12940 et seq, and California Labor Code, Section 1735. In addition, all Respondents agree to require non-discrimination compliance by any and all sub Respondents employed by them on the work of the contract.

11. **HOLD HARMLESS** - Respondent agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by Respondent, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

12. **INSURANCE REQUIREMENTS** Respondent agrees to maintain, in full force and effect, at Respondent's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance naming District and the District’s Board of Trustees as an Additional Insured, with limits of not less than One Million Dollars ($1,000,000) including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000); (iii) Employer’s Liability with limits of not less than One Million Dollars ($1,000,000) per occurrence; (iv) Workers’ Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars ($1,000,000).

Respondent shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation. Certificates of Insurance and Additional Insured Endorsements must be **delivered to District prior to commencement of any work under this Agreement.** All certificates shall be mailed to: Santa Clarita Community College District, Attn: Contract and Procurement Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.

13. **TELEPHONIC AVAILABILITY** - Respondent must provide telephonic availability to District personnel during regular working hours, 8:00 am through 5:00 pm Pacific Time.

14. **INTERPRETATION OF PROPOSAL DOCUMENTS** - If any Respondent is in doubt as to the true meaning of any part of the Proposal Documents, finds discrepancies, errors or omissions therein, or finds variances in any of the Proposal Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. It is the sole and exclusive responsibility of the Respondent to submit such request in sufficient time for the District’s response thereto and delivery of such response to all Respondents.
prior to the scheduled Proposal opening date. Any request of any Respondent, pursuant to the foregoing that is made less than seven (7) calendar days prior to the scheduled Proposal opening date shall be deemed untimely. Any interpretation or correction of the Proposal Documents shall be made only by written addendum duly issued by the District. A copy of any such addendum will be mailed or delivered to each Respondent receiving a set of the Proposal Documents. No person is authorized to render an oral interpretation or correction of any portion of the Proposal Documents to any Respondent, and no Respondent is authorized to rely on any such oral interpretation or correction. Faxed interpretation requests, within the time limits specified above, to the number printed on the cover sheet and on the Proposal Form are acceptable. Failure to request interpretation or clarification of the Proposal Documents within seven (7) calendar days prior to the scheduled opening date shall be deemed to be a waiver to any discrepancy, defect or conflict therein.

15. DISTRICT’S RIGHT TO MODIFY PROPOSAL DOCUMENTS - Prior to the public Proposal opening, the District expressly reserves the right to modify the Proposal Documents, including but not limited to, all Terms and Conditions, Scope of Work, and forms, or any portion(s) thereof by the issuance of written addenda disseminated to all Respondents who have obtained a copy of the Proposal Documents pursuant to the Notice for Request for Proposals and who have attended the Pre-Proposal Conference, if required. In the event the District shall modify any portion of the Proposal Documents pursuant to the foregoing, the Proposal submitted by any Respondent shall be deemed to include any and all modifications reflected in any addenda issued.

END OF GENERAL TERMS AND CONDITIONS