

**Request for Proposal (RFP) #1366**

**IRREVOCABLE TRUST MANAGEMENT**

**for**

**Rancho Santiago Community College District**

**2323 N. Broadway, Santa Ana, CA 92706**

|  |  |
| --- | --- |
| **RFP Due:** | April 26, 2019 – 2:00 P.M. **LATE PROPOSALS SHALL NOT BE CONSIDERED** |
| **Submit RFP To:** | RSCCD Purchasing Services Department2323 N. Broadway - Suite 109Santa Ana, CA 92706**Attention:**  Linda Melendez, Director, Purchasing Services |
| **Refer Questions or Clarifications to:** | Linda Melendez, DirectorRSCCD Purchasing DepartmentEmail: Melendez\_linda@rsccd.edu |
| **Last Day for Questions or** **Clarifications** | April 4, 2019 – 2:00 P.M. |

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REQUEST FOR PROPOSAL (RFP) ISSUED March 14 & 21, 2019

LAST DAY TO RECEIVE WRITTEN INQUIRIES April 4, 2019 – 2:00 P.M.

ADDENDUM (if any) ISSUED April 10, 2019

RFP RESPONSES SUBMITTAL DUE DATE/TIME April 26, 2019 – 2:00 P.M.

TENTATIVE REVIEW/INTERVIEW SCHEDULE April 29 – May 10, 2019

ANTICIPATED BOARD AWARD May 28, 2019

**NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

The Board of Trustees of the Rancho Santiago Community College District is advertising for Request for Proposals to be received up to April 26, 2019 at 2:00 p.m. in the Rancho Santiago Community College District, Purchasing Services Department, 2323 N. Broadway, Suite 109, Santa Ana, CA 92706.

RFP #1366 – Irrevocable Trust Management

RFP documents are available at [www.rsccd.edu/bidopportunities](http://www.rsccd.edu/bidopportunities). Proposers are responsible to regularly check the District’s website for addendums. For further information contact Linda Melendez, Director, Purchasing Services at melendez\_linda@rsccd.edu.

Advertised: Orange County Register

March 14 & 21, 2019

**REQUEST FOR PROPOSAL (RFP) NO. 1366**

**NOTICE TO PROPOSERS**

**IRREVOCABLE TRUST MANAGEMENT**

**March 2019**

NOTICE IS HEREBY GIVEN that Rancho Santiago Community College District, hereinafter referred to as “District,” will receive proposals up to, but not later than, 2:00 P.M. on April 26, 2019 for award of services upon mutual agreement.

All proposals shall be submitted in the format specified in this RFP.

Proposals may be hand delivered to the Purchasing Services Department or mailed to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Purchasing Services Department

Attention: Linda Melendez, Director

2323 N. Broadway, Suite 109

Santa Ana, CA 92706-1640

Proposals must be received in the office of Purchasing Services and not anywhere else.

Parties interested in obtaining a copy of RFP No. 1366 may do so by downloading the documents from District website:

<https://www.rsccd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

All questions, interpretations, or clarifications, either administrative or technical, must be requested in writing and received by the District not later than April 4, 2019 by 2:00 P.M. Questions are to be emailed to:

Linda Melendez: Melendez\_linda@rsccd.edu

All questions will be answered in writing and posted on the District’s Purchasing Services website for all proposers to review at:

<https://www.rsccd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

Proposers participating in this RFP must visit above website for responses to questions, changes/clarifications and/or any addenda thereafter. Oral statements regarding this RFP by any persons should be considered unverified information unless conveyed in writing.

1. INTRODUCTION

District Requirement. Rancho Santiago Community College District (“District”) is seeking proposals from qualified firms (referred to herein as the “Proposers”) to provide “Irrevocable Trust Management” services pursuant to Governmental Accounting Standards Board (GASB) Statements 74/75. The District’s objective is to achieve a reasonable rate of return on public funds while minimizing the potential or capital losses arising from market changes or issuer default. Although the generation of revenues through interest earnings on investment of District funds is an appropriate District goal, the primary consideration in the investment of District funds is capital preservation in the overall portfolio. As such, the District’s yield objective is to achieve a reasonable rate of return on investments rather than the maximum generation of income, which could expose the District to unacceptable levels of risk.

Document Precedence. This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to Irrevocable Trust Management services for the District obtained from any source, either by verbal or written communications.

District Obligation Limitations. This RFP shall not be construed to (1) create an obligation on the part of the District to enter into a contract with any Proposer or (2) serve as the basis for a claim for reimbursement of expenditures related to the marketing and development of a proposal.

Solicitation. Notwithstanding other provisions of this RFP, Proposer is hereby advised that this RFP is an information solicitation of proposals only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statue, ordinance, policy or regulation.

1. BACKGROUND

District Demographics and Particulars

1. The Rancho Santiago Community College District was established in 1971 and encompasses approximately 193 square miles in Orange County (“County”). The District maintains two comprehensive community colleges, each providing collegiate and job training level instruction and job training across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The District also provides comprehensive college and continuing education programs at the Centennial Continuing Education Center, the Orange Continuing Education Center, the Santa Ana College Orange County Sheriff’s Regional Training Academy, the Digital Media Center, the Orange County Regional Fire Training Center, and various other sites throughout the District. The District serves a resident population of over 700,000 and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Tustin, Villa Park, Costa Mesa, and Fountain Valley.
2. The District’s primary funding source is based upon apportionment received from the State of California under the new Student Centered Funding Formula. The District served 29,379 Full-time Equivalent Students in 2017/18 and expects to serve approximately the same number of students in 2018/19.
3. The District is governed by an eight-member Board of Trustees (“Board”), seven members of which are elected to four-year terms on a staggered basis and one Student Trustee. Elections for positions to the Board are held every two years, alternating between three and four available positions. In addition, a Student Trustee, who serves a one-year term, is elected by District students. The Chancellor of the District is appointed by the Board and reports to the Board of Trustees. The Chancellor is responsible for management of the District’s day-to-day operations and supervises the work of other key administrators.
4. The District accounts for its financial transactions in accordance with the policies and procedures of the California Community Colleges Budget and Accounting Manual (BAM). The accounting policies of the District conform to Generally Accepted Accounting Principles (GAAP) as applicable to government agencies. Audits shall conform to the reporting requirements of the California Community Colleges Contracted District Audit Manual (CCCDAM).
5. The District is fiscally accountable for commercial checks. District payroll runs through the Orange County Department of Education.

District Retiree Other Post-Employment Benefit (OPEB) Plan.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Faculty** | **Classified** | **CDC** | **Management** |
| Applies to | Hired > 5/31/86 | Hired > 7/1/86\* | Hired > 5/31/86 | Hired > 5/31/86 |
| Benefit types provided | Medical and dental | Medical and dental | Medical and dental | Medical and dental |
| Duration of Benefits | To age 70 | To age 70 | To age 70 | To age 70 |
| Required Service | 15 years | 15 years | 15 years | 15 years |
| Minimum Age | 55 | 50 | 50 | 50 |
| Dependent Coverage | Yes | Yes | Yes | Yes\*\* |
| District Contribution % | 100% | 100% | 100% | 100% |
| District Cap | Active Rate | Active Rate | $7700 per year | Active Rate |

1. Following is a description of the current retiree benefit plan. Employees hired prior to the dates listed below are entitled to District-paid lifetime coverage.

\*Those hired after 7/1/86 and before 7/1/90 receive the above benefits but with no cap

\*\*Surviving spouse coverage available to administrators hired before 7/1/89 and supervisors/confidential hired before 4/11/05.

Requirements Background. The GASB 75 (Accounting and Financial Reporting for Post-Employment Benefits Other Than Pensions) requires that government agencies calculate and report future liabilities associated with providing OPEB. Additionally, GASB 74 (Financial Reporting for Post-Employment Benefit Plans Other Than Pension Plans) provides reporting requirements for OPEB trust funds.

The District’s most recent actuarial study of Retiree Health Liabilities under GASB 74/75, dated July 16, 2018 can be accessed at: <https://rsccd.edu/Departments/Fiscal-Services/Documents/RanchoSantiagoCCD07-16-18Presentation.pdf>

1. DESCRIPTION OF WORK

 One of the primary goals of the District in contracting with a firm for Irrevocable Trust Management is to provide an investment vehicle to which the District can make contributions to reduce the District’s liability for other post-employment benefits as determined under GASB 75.

The objectives in meeting this primary goal of the District are to:

1. Contract with a single entity for as many GASB 74/75 compliance services as needed
2. Maximize the advantages of pre-funding some or all of the District’s GASB 75 liabilities
3. Obtain competitive investment returns with the lowest possible expenses
4. Obtain a fair price for services, however, price will not be the sole determining factor
5. Ensure the ease and reasonable turnaround for the withdrawal of invested funds
6. Ensure that the District’s OPEB trust is fully compliant with all applicable Federal, State and GAAP statutes

Specific services, although not all-inclusive, to be performed as follows:

1. Manage the District’s portfolio with directed authority
2. Provide monthly/quarterly/annual reporting of District funds under management
3. At minimum, attend in person and present information at semi-annual meetings with the District’s Board or committees
4. Provide information on returns and balances as requested
5. PROPOSAL INSTRUCTIONS

Proposal Submittal and Preparation of Proposal Documents

1. One (1) signed original proposal and one (1) electronic copy to be submitted in pdf format and placed on a CD or memory stick in a sealed envelope and shall be submitted no later than 2:00 P.M., April 26, 2019. The proposals shall be in an envelope or package marked “Irrevocable Trust Management” – RFP No. 1366”
2. Proposals shall be mailed or delivered to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Purchasing Services Department

Attention: Linda Melendez, Director

2323 N. Broadway, Suite 109

Santa Ana, CA 92706-1640

1. Emailed or Facsimile submittal of Proposals will not be accepted.
2. It is the sole responsibility of the Proposer submitting a proposal to see that it is delivered on time. Any proposal submitted after 2:00 P.M. on April 26, 2019, will be returned to the Proposer unopened. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time.
3. Proposal must bear the signature of the person or persons duly authorized to sign and shall be in longhand and in ink.
4. Proposals shall be good for a one hundred and twenty (120) days from the date of the Proposal opening. Proposals may not be withdrawn after the closing date.
5. The term of the Contract shall be for an initial three (3) year period from the date of Board of Trustee approval. The initial term may be extended for up to an additional two (2), one (1) year terms, not to exceed five (5) years total by written notice to the Proposer. The decision to extend the Contract is based on performance and in the District’s sole discretion.

Questions and Clarifications

1. Questions regarding the RFP No. 1366 or the intent thereof or any discrepancies, omissions or inconsistencies in the RFP documents shall be submitted in writing via email by 2:00 P.M. on April 4, 2019 to:

Linda Melendez, Director, Purchasing Services – melendez\_linda@rsccd.edu

 **All inquiries after that time will not be considered.**

All questions will be answered in writing and posted on the District’s Purchasing Services website for all proposers to review at:

<https://www.rsccd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

Proposers participating in this RFP must visit the above website for responses to questions, changes/clarifications and/or any addenda thereafter.

1. Proposers are advised that the District reserves the right to amend this RFP at any time. A written addenda providing clarifications or corrections will be done formally and issued electronically to each Proposer.
2. Proposers are to acknowledge receipt of any and all RFP addenda. This shall be done by signing the actual addenda form and returning the form with Proposer’s proposal. Failure to acknowledge in writing the receipt of any addenda may result in rejecting the proposal.
3. **During the RFP period, Proposers, or their agents, are strictly prohibited from contacting and/or corresponding with District representatives, employees, or members of the Governing Board regarding this RFP other than those listed in this RFP. Failure to comply with this request may cause the disqualification of Proposer’s proposal.**

Completion of Proposals. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the sole opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

Examination of Contract Documents. The Proposer shall thoroughly examine and understand the contents of this RFP. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addenda, or other document shall in no way relieve the Proposer from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors on the RFP, it shall immediately notify the District of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all Proposers participating in the RFP, without divulging the source of the request for same. Modifications shall be made by addenda.

If the Proposer fails to notify the District of an error in the RFP before the date scheduled for submission of proposals, or of an error which reasonable should have been known to it, the Proposer shall submit the proposal at its own risk. If the contract is awarded to the Proposer, he/she shall not be entitled to additional compensation or time because of the error or its subsequent correction.

Exceptions/Deviations. State any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where the Proposer wishes to propose alternative approaches to meeting the District’s technical or contractual requirements, these should be clearly and thoroughly explained.

Confidential and Proprietary Information. All materials received relative to this RFP will be kept confidential until such time an award is made, or the RFP is cancelled. At such time, all materials received must be made available to the public. If any part of the Proposer’s proposal is proprietary or confidential, the Proposer must so identify and so state. However, any information that must be used by the District to aid in proposal selection must not be restricted from the public.

The District reserves the right to retain all proposals submitted. Any restrictions on the use of software proposed, arising from the use or incorporation of confidential and/or propriety information or materials, must be clearly stated in the proposal.

Addenda. The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. The addendum shall be numbered consecutively as a suffix by the RFP reference number. (For example, the first addenda would be RFP Addendum No. 1.) The Proposer must, in his/her proposal, acknowledge the receipt of any RFP addenda issued/posted on the District’s website located at:

<https://www.rsccd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>

Modification or Withdrawal of Proposer’s Proposal. The Proposer’s proposal may be modified after submission by written notice to the District of withdrawal and resubmission before the date and time specified for proposal deadline. Modifications will not be considered if offered in any other manner.

The Proposer’s proposal may be withdrawn by submitting a written request to the District at any time before the date scheduled for proposal submission. The Proposer may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date for a period of one-hundred twenty (120) days.

Rejection of Proposals. The District reserves the right to reject any or all proposals received in response to the RFP or to negotiate separately with any Proposer when it is determined to be in the best interest of the District to do so.

Misunderstandings. The RFP documents will be clarified by the District upon written request from the Proposer. The District’s decision shall be final in any matter of interpretation of the documents.

Proposal Preparation Costs. All costs associated with the Proposer’s responses to this RFP are entirely the responsibility of the Proposer and shall not be chargeable to the District.

Covenant against Contingent Fees. The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of the RFP upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except bona fide established, commercial or selling agencies, which are so declared and maintained by the Proposer for the purpose of securing business.

For breach or violation of this warranty, the District shall have the right to terminate any contract that may be entered into with the Proposer and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

Right to Negotiate Proposals. The District reserves the right to negotiate any price or provision, accept any part or all of any proposals, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the tax-paying public. Proposers are encouraged to submit their best prices in their proposals, and the District intends to negotiate only with the Proposer(s) whose proposal most closely meets the District’s requirements at a competitive price. The contract, if any is awarded, will go to the Proposer whose proposal best meets the District’s requirements.

Contract Award and Execution. The District reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers as the District may deem to be in its best interest. In addition, negotiations may or may not be conducted with the Proposer(s); therefore, the proposal submitted should contain the Proposer’s most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

The District reserves the right to retain all proposals for a period of one hundred and twenty (120) days for examination and evaluation. The District also reserves the right to waive non-substantial irregularities in any proposal, to reject all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Proposers. Proposers will provide, in a timely manner, all information that the District deems necessary to make such a decision.

The Proposer(s) to whom award is made shall execute a written contract with the District within five (5) business days after notice of the award has been sent. The contract to be executed by the Proposer and the District shall be the form adopted by the District.

1. CRITERIA FOR EVALUATION AND SELECTION

 The District will evaluate the proposals received and select the Proposer that in the judgment of the District provides the best overall value based on the following criteria:

Understanding the work required by the District and the overall program objectives

Responses to Proposer Questionnaire

Quality, clarity, completeness and responsiveness of the proposal

Demonstrated competence and professional qualifications and experience necessary for successfully performing the work required by the District

Recent experience (within the last ten years) in successfully managing similar sized portfolios for similar size Districts

Positive references

Background and related experience of the specific individuals to be assigned to this account

Proposed compensation – Fee Schedule

Contract award will not be based solely on price, but on a combination of factors as determined to be in the best value and long-term interest of the District.

After evaluating the proposals, the District reserves the right to negotiate the proposed work schedule and/or method and amount of compensation.

The District reserves the right to conduct interviews of any Proposer prior to selection. The District will not be liable for any cost incurred by the Proposer in connection with such interviews (i.e. travel, accommodations)

1. PROPOSAL CONTENTS

 Proposals must include the complete information that indicates specific qualifications to perform the services as specified in the RFP. To provide a uniform review process, Proposers are instructed to prepare their response following the same sequence as shown in this section of the RFP.

Title Page. Show the Request for Proposal (RFP) title and number, the name of the firm, address, telephone number, fax number, name of the contact person and the date.

Table of Contents. Include a clear identification of material by section and by page number.

Signature Form. The signature letter is to be signed by a person or persons who will be authorized to make representations for the firms, their titles, addresses and telephone/fax numbers. Unsigned responses will be rejected.

Firm Background and Organization:

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship), number, size, and location of office(s); and number of employees.
2. Provide a general description of the firm’s financial condition and describe the financial stability of your firm. Provide a copy of your most recent SAS-70 report (if appropriate). Please provide a copy of your most recent audited financial report if you do not have a SAS-70 report. Provide information from your most recent S&P and Moody’s (and/or other) ratings and reports.
3. Identify and describe any litigation or investigation by a regulatory authority that your organization or officers have been involved in over the last three years that relate to irrevocable trust management.
4. Describe any merger and/or acquisitions you have been involved in over the past five years. Do you anticipate any mergers and/or acquisitions, closures involving your company in the near future that may affect the firm’s ability to perform?
5. Describe the reputation and clientele of the firm(s). (e.g. schools, public entities, private firms). Describe the firm’s experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe the firm’s experience in working with similar agencies, California K-12 school districts and community college districts.
6. Describe any ongoing educational seminars, publications or other services you provide for keeping clients abreast of new developments in your organization and the trust management industry. Include a discussion of your process for staying current with tax law, including both federal and State of California, and regulations promulgated by the Internal Revenue Service.
7. Will you be subcontracting any of the work described in this RFP? If yes, please explain.
8. Where will the operations center be located? Please indicate the location(s) of your administrative operations and computer facilities that support your trust management operations.

Staffing, Key Personnel, and Project Organization:

1. Provide education, experience, and applicable professional credentials of proposed project staff.
2. Identify the partners, managers, supervisors, account managers and others who will directly supervise the program. Identify who will do most of the program client interface, and be the day to day person of point for each vendor’s area of service responsibility.
3. Furnish brief resumes (not more than two (2) pages each) for the proposed Partner, Manager, and other key personnel proposed. The resume must include: a) position in the firm, b) years with the firm, c) outline individuals Irrevocable Trust Management Services experience, and d) education.
4. Indicate adequacy of labor resources utilizing a spreadsheet table projecting the labor-hour allocation to the project by individual task.
5. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontracted work.
6. Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
7. Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as “key” to the project shall be removed or replaced without prior written concurrence of the District.
8. What level of employee turnover have you experienced in the last three years?

References.

1. Provide a minimum of three (3) references that demonstrate your ability to provide the services included in the description of work. The list of client references shall include:

Entity Name

Entity Address

Contact Individual

Telephone Number/E-mail address

Description of services

The District reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications. Contact for references may be made with several or all the clients listed. The District reserves the right to contact prior or current client references not listed.

Proposer Questionnaire.

1. What website capabilities do you provide? Describe the significant system enhancements, changes, and/or additions to the benefit disbursement systems that have been implemented over the past few years. What system enhancements, changes and/or additions are being considered over the next few years?
2. Do you plan any major system conversions within the next two years? How does your organization support the advancement of systems technology? Briefly describe your organizational goals and philosophy regarding systems.
3. Describe your firm’s authorized signature control procedures. How are records maintained and updated?
4. If your system prices holdings, how are prices updated? What are your pricing sources and how are prices verified?
5. What procedures do you have in effect, if any, to identify and investigate unusual or significant pricing changes?
6. Please describe the independent safety audit review that is performed on the computer system.
7. What percentage of your firm’s current annual trust management budget is allocated for MIS/CIS, systems development, and/or other computer related expenses? What is the projected budget of the next three years? Break-out by category if applicable, and provide dollar amounts.
8. Specify which trust management data processing applications are batch oriented and which are on-line real time.
9. What reports and functions are available online through web access? Please provide examples.
10. Can the client download the data to create custom reports? If yes, discuss the custom report flexibility, limitations, and the compatibility with Excel and other PC based software.
11. How current are the transactions and valuations?
12. How many of your clients are currently regular users of the on-line service?
13. Describe your system’s customer availability timeframes. (24/7?)
14. Is there a help desk available? What are the time representatives are available? Describe service options after hours?
15. How long is data available online?
16. Describe your system security (e.g. encryption and on-line authentication).
17. Describe your accounting and reporting system. Describe the history of the accounting system and any major system enhancements that have occurred in the last three years. What changes are planned for the future?
18. Describe what format is used to report date (i.e. trade-date, settlement date, or cash basis).
19. What reports are provided as part of your standard Irrevocable Trust Management package? Please provide examples of these reports.
20. How frequently are they produced and how quickly are they distributed?
21. Is there a window to allow for corrections to be processed once monthly reports have been produced for client to review?
22. What optional reports are available with/without an extra fee? Please list and provide examples along with an extra fee schedule.
23. Which portions of your reporting system are not yet automated? If not fully automated, when is the projected completion date?
24. How are special requests handled? Is your system flexible enough to accommodate tailored reporting requirements? Would this require programming time or can it be accomplished at the desktop level.
25. Describe any unique features that your reporting package includes as it relates to standard Irrevocable Trust Management accounting reports. Describe your capabilities for consolidated reporting. Include consolidating individual portfolios, accounts, foreign and domestic, etc.
26. Is there a general audit system in place? Does a major public accounting firm certify it? Discuss frequency and scope of audit review performed.
27. What is your system of quality control to ensure reporting accuracy?
28. What internal audit procedures and checks exist to assure that the following reported date is valued and allocated correctly and authorized?

Disbursements

Fee payments

Commission rate and payees

Interest and dividend received

Contributions

Accrued income

Expense payments

1. Do you utilize an internal audit staff to review the Irrevocable Trust Management operations? Describe the internal audit organization. Include size of staff and the nature of internal audit staff reports.
2. How do you assure that the Irrevocable Trust Management services are provided in accordance with proper standards of care, regulatory requirements, and the executed agreement for service?
3. Describe the expertise/services your firm would provide to assist in addressing District compliance with GASB 74/75.
4. Creation of the OPEB Irrevocable Trust will involve working with District staff, the Board of Trustees, and any committee that may be created to facilitate and oversee the program. All interaction must be carried out in compliance with appropriate state laws and educational codes. Indicate the level and frequency of the interaction that will be required and provided by your firm.
5. Provide a sample copy of the agreements that you will require the client to sign with your firm to initiate implementation of services.
6. Provide details for the length of term and termination clauses of the Irrevocable Trust Management Services for initial and on-going vendor agreement terms.
7. Provide sample copies of all other documents (e.g. Board Resolution) that you will provide to the client to obtain whatever and from whoever the approvals to initiate and establish the Irrevocable Trust Management Services with your firm.
8. What, if any, fiduciary liability does your firm assume to minimize the client’s exposure in this important business exposure area. Give details of how you will accomplish this objective.
9. Do you monitor and document the activities of other partners in the Program?
10. Describe your philosophy regarding managing an OPEB trust
11. Describe how your services will limit the workload of the District
12. Although the District understands the flexibility and ease of establishing an IRC 115 Trust, proposals are encouraged that illustrate any other qualified OPEB options, discussing the pros and cons of each with a recommendation of a specific type of OPEB best suited for the District.
13. Describe the Trust structure you are using to accommodate the irrevocable provisions of GASB 74/75 (e.g. IRC 115 Trust, VEBA, Combination)
14. What organization structure are you using to deliver your GASB Program? (e.g. JPA Structure, Multiple-Employer Trust, Single-Employer Trust, Other Combination)
15. What are the differences (if any) between the fiduciary responsibilities/duties of a Trustee as opposed to a registered investment advisor (RIA)?
16. Describe how your overall trust company structure along with your compliance with various State and Federal constitutional case law, ERISA, GASB 74/75 guidelines and other appropriate codes minimizes the clients fiduciary liability exposure.
17. What type of Trust is being implemented? Discretionary? Directed? Both? Other?
18. What guidance/direction do you expect a client to provide you in the selection of portfolio allocations or individual investments?
19. What is your opinion with regard to Article XVI, Section 17 of the California Constitution relative to a public entity’s ability to invest in equities?
20. Profile the processes and procedures in place, positioning you to meet the Uniform Fiduciary Standards of Care mandated in California Code section 53622 (a), 53622 (b) (1) (2)
21. Outline your experience with the custodianship of assets for Public Entities in and out of the State of California
22. Do you limit the investment matrix to certain asset classes? If so, please describe in detail.
23. How is the voting of proxies handled by your organization?
24. Are there any penalties/market value adjustments for termination of agreements, cessation of adding funds or withdrawal of funds from plan?
25. A qualifying investment manager is to be a registered investment advisor (RIA) under the Investment Advisors Act of 1940, or a bank or insurance company and is required to have a solid track history for maximizing investment returns within guidelines stipulated in an adopted Investment Policy specific for an OPEB trust. Indicate your compliance with these requirements.
26. Discuss your management of fiduciary assets in relation to the Uniform Fiduciary Standards of Care articulated in California Code section 53622 (b) (1) (2) (3).
27. A RIA is governed by Section 206 of the Investment Advisor’s Act of 1940. What are the fiduciary liability protection/practices that a RIA must comply with under Section 206?
28. Please provide sample reports that will be provided to the District for their review of investment and other measurable area results, etc.
29. Describe how your firm will assist the District in the following areas:
30. Investment Policy
31. Investments
32. Asset Allocation/Risk Tolerance
33. Reporting, Performance Evaluation, and Reallocation
34. What are the criteria and processes used in selecting program investments?
35. What is the process for asset allocation changes, the selection of alternate investments within the portfolio and a timeline to make these changes? How often are portfolios rebalanced?
36. What mutual fund share classes are being used in your portfolios? Are you utilizing an index approach to your investment platform? Are there any other investment options the public entity should/can consider besides normal mutual funds (if any)? Are you capable of offering and illustrating the latter investment option?
37. Is the Trustee or Investment Manager permitted to use their own proprietary funds for the investment of program assets? If so, what disclosure processes are in place?
38. What processes are used in the evaluation of clients risk profiles and their suitability for a particular Target Portfolio?
39. Will Target Portfolio rates of return be reflected net of expenses?
40. Proposer will make available a broad range of investment options with competitive returns and the lowest possible expenses. Discuss protocols in place at your organization to control and account for investment expenses.
41. Discuss your experience with the management of fiduciary assets for public entities.
42. Are there any penalties/market value adjustments levied by the investment manager of investment funds for termination of agreements, cessation of adding funds or withdrawals of fund from plan?
43. Will any percentage of the client assets be held by the RIA in their name or only in the District’s name? Give details of how assets are to be held.
44. Please describe any disaster recovery protocols that are currently in place.
45. FEE SCHEDULE

 Please submit a fee schedule for your firm’s Irrevocable Trust Management services based upon the description of work of this RFP. Include a detailed itemized listing of all fees and charges that might be applied, both domestic and international per the following general categories:

1. Asset Based Fees
2. Account Setup Fees
3. Annual Account Charges
4. Trading Costs
5. Report Fees (online access and/or custom reports)
6. Activity Charges
	1. Security Transactions
	2. Mutual Fund Transaction
	3. Wire Transfer Fees
7. Disbursement Charges

GASB Reimbursement

Online access for beneficiaries

Tax Filing Fees

Please provide an overview of the fee setting procedures, describing in your response for

the information below:

1. Do the investment managers and/or mutual funds utilized in your program charge fees at the fund level in excess of the management fee (i.e. 12b-1, Sub-TA, shareholder servicing fees, finder’s fees, embedded fees, etc.?) If so, what are they?
2. Are you offsetting these fees against your Program’s fixed fees per Department of Labor (DOL) guidelines? Are there rebates of any type being applied against any fee? If so, what are the rebates being utilized in this manner?
3. Are there any transaction and/or brokerage fees associated with your program (i.e. buys, sells, redemptions, etc.) What are they?
4. Are there any fees associated with check distributions/wire distributions? What are they?
5. Outline any plan consulting fees that are included
6. In addition to the expenses listed above, please identify any other service/activity expenses (i.e. postage, handling, supplies, servicing commissions, etc.) Please be specific.
7. Do any of the GASB compliance vendors receive any form of compensation from the sponsor or investment companies? If so what are the fees received?
8. Provide an overview of the average expense ratios that are included in the investment platforms that your plan will propose (e.g. type of funds, front loads, rear end loads)
9. How long would the proposed fee schedule be guaranteed for, provided there were no revisions in the type of services required?

NOTE: If full disclosure of fees is determined not to be included in the proposal response, the result may be that the entire proposal is rejected. If after award and it is determined at a later date that all fees were not disclosed during the RFP process, termination of contract may result.

1. STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

 The Proposer shall state whether it or any of its officers or employees who have a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

 The Proposer shall confirm in writing that the staff of the Proposer who will be responsible for carrying out this contract have not, within the last ten years, been convicted of any crime or pleaded nolo contendere or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations.

 **APPENDIX A**

 **Must be Submitted With Proposal**

**COMPANY INFORMATION AND SIGNATORY PAGE**

Company Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Firm: Corporation Proprietorship Partnership Joint Venture

Other (please describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of years in business under firm name: \_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Has the firm changed its name within the past 3 years? Yes No

If yes, provide former name(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Yes No. If yes, explain:

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

Yes No. If yes, explain:

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

Current Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year Before Last: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Have your firm ever reorganized under the protection of bankruptcy laws? Yes No

If “yes” please enter date of reorganization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pursuant to and in compliance with this Request for Proposal, after carefully reviewing all the terms conditions and requirements contained herein, the undersigned agrees to furnish such services in accordance with this Request for Proposal, inclusive of items proposed.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this proposal response is true and correct.

NOTE: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE TYPEWRITTEN OR PRINTED ABOVE THE LINE PROVIDED.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type or Print Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code

( \_\_\_\_\_ ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Area Code Telephone Number

( \_\_\_\_\_ ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Area Code Fax Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address

 **APPENDIX B**

**Must be Submitted With Proposal**

**REFERENCES**

**REFERENCES:**

Please provide a minimum listing of three (3) community colleges (please include multi-college Districts when possible) who have used your services in the past three years. In this listing, please provide the following information:

**REFERENCE #1**

a. Name of the Customer **#** 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Contact name with phone, address, fax, and email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Dates and scope of work performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REFERENCE #2**

a. Name of the Customer **#** 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Contact name with phone, address, fax, and email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Dates and scope of work performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REFERENCE #3**

a. Name of the Customer **#** 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Contact name with phone, address, fax, and email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Dates and scope of work performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **APPENDIX C**

**Must be Submitted With Proposal**

**NON-COLLUSION DECLARATION**

[TO BE SUBMITTED WITH RFP]

The undersigned declares:

I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The SERVICE PROVIDER has not directly or indirectly induced or solicited any other SERVICE PROVIDER to put in a false or sham Bid. The SERVICE PROVIDER has not directly or indirectly colluded, conspired, connived, or agreed with any SERVICE PROVIDER or anyone else to put in a sham Bid, or to refrain from Bidding. The SERVICE PROVIDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the SERVICE PROVIDER or any other SERVICE PROVIDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other SERVICE PROVIDER. All statements contained in the Bid are true. The SERVICE PROVIDER 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, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a SERVICE PROVIDER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the SERVICE PROVIDER.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_\_\_\_\_\_\_\_ [date], at \_\_\_\_\_\_\_\_\_\_\_\_ [city], \_\_\_\_\_\_\_\_\_\_\_\_\_ [state].

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

**APPENDIX D**

**Must be Submitted With Proposal**

**INVESTMENT ADVISER STANDARDS OF CONDUCT**

[TO BE SUBMITTED WITH RFP]

1. Are you a registered investment advisor under the Securities Exchange Act of 1934 and the Investment Advisers Act of 1940, do you agree to all rules and laws with respect to, but not limited to, municipal advisors, and do you acknowledge that you shall be a fiduciary to the District? *Please provide written answers to all queries that are part of this exhibit with your RFP response.*

2. Disclosure of conflicts of interest and gifts.

a. Disclose any financial or other relationship you have or have had with any District Board member, consultant, or employee. If there are no conflicts of interest, please state, “*There are no conflicts of interest to report*.”

b. Disclose any gifts (meals, tickets, anything of value over $50, etc.) that you have given to any District Board member, consultant, or District employee in the last 12 months using the format below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Date (mm/dd/yy)** | **Given to** | **Description of Gifts \*** | **Value (US$)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

\* Gifts could be in the form of meals, tickets, paid travel, anything of value over $50, or anything otherwise reportable under the Political Reform Act (pursuant to Government Code Sections 81000 through 91014).

3. Do you have any written policies or procedures to address conflicts of interest? *If so, please provide a copy along with your written answers to all queries that are part of this exhibit.*

4. What potential conflicts of interest are posed by other activities undertaken by the organization, if any? How are these addressed?

5. For the past 10 years has your firm, its officers or principals or any affiliate ever:

a. been the focus of a non-routine Securities and Exchange Commission (SEC) inquiry or investigation or a similar inquiry or investigation from any similar federal, state or self-regulatory body or organization,

b. been a party to or settled any litigation concerning breach of fiduciary responsibility or other investment related matters, or

c. submitted a claim to your errors & omission, fiduciary liability and/or fidelity bond insurance carrier(s)?

*If ‘yes’ to any, please provide details and the current status or disposition along with your written answers to all queries that are part of this exhibit.*

6. Has your firm adopted the [CFA Code of Ethics and Standards of Professional Conduct](https://www.cfainstitute.org/en/ethics/codes/code-of-ethics-and-standards-of-professional-conduct)? Does your firm have a written code of conduct or set of standards for professional behavior? If so, how is employee compliance monitored?

Sample Services Agreement

Rancho Santiago Community College District

*Independent Contractor Services Agreement*

(9 pages)

**SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into as of XXXXXXXXXX between **CONTRACTOR’S NAME,** ADDRESS and EMAIL hereinafter referred to as the “Consultant,” and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** hereinafter referred to as the “District.”

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent Consultant specially trained to perform special services required; and WHEREAS the Consultant is specially trained and experienced and competent to perform the special services pursuant to this Agreement; therefore the parties hereto agree as follows:

1. PERIOD OF AGREEMENT shall be from XXXXXXXXXX through XXXXXXXXX
2. DUTIES OF THE CONSULTANT shall be to provide work per attached proposal Exhibit A to this Agreement which is attached hereto and made a part hereof.

The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Consultant.

1. LIABILITY The District shall not be liable to the Consultant for personal injury or property damage sustained by the Consultant in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.
2. STAFFING Consultant shall be solely responsible for staff providing services under this Agreement.

Consultant certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. Consultant certifies that it shall provide adequate supervision of the staff and/or trainees. Consultant certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

Consultant assumes full responsibility for workers’ compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Consultant’s staff and/or trainees providing services under this Agreement.

District shall have the right to accept or reject the assignment of any Consultant personnel. District shall have the right to remove any Consultant personnel from District premises and to preclude any Consultant personnel from performing services under this Agreement. Consultant shall immediately

comply with any such request, and shall provide replacement personnel within a commercially reasonable time.

No person, or his/her successor approved by District, shall be removed or replaced by the Consultant, nor shall his/her agreed-upon function or level of commitment be changed, without the prior written consent of the District.

1. INDEPENDENT CONSULTANT While engaged in performance of this Agreement the Consultant is an independent Consultant and is not an officer, agent, or employee of the District. Consultant is not entitled to benefits of any kind to which the District’s employees are entitled, including but not limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits. Consultant assumes full responsibility for the acts and/or omissions of Consultant’s employees or agents as they relate to performance of this Agreement. Consultant assumes full responsibility for workers’ compensation insurance, and payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Consultant and Consultant’s employees. Consultant warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent Consultant, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Consultant agrees to indemnify the District for all costs and any penalties arising from audits by State and/or Federal tax entities related to services provided by Consultant’s employees and agents under this Agreement.
2. CONTRACT VALUE The District shall pay the Consultant a not-to-exceed amount of $xxxxxx per year for a not-to-exceed total of $xxxxx including all expenses. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the sponsoring department’s administrator or his/her designee. The District will process payment within 30 days of receipt of invoice(s), which meet the requirements of this Section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this Agreement number and/or the related purchase order number, (b) be signed and submitted by the Consultant to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement.

Any invoice(s) failing to meet the requirements set forth in this Section will not be considered for payment within 30 days and may be rejected and/or returned to the vendor. Additional documentation shall be furnished by the Consultant to the District’s Fiscal Services upon request.

Mail Original Invoice(s) and Two (2) Copies to:

 Rancho Santiago Community College District Fiscal Services

 2323 N. Broadway Ste. 404-2

 Santa Ana, CA 92706-1640

1. RIGHTS TO REPORTS The rights to any report, evaluation and/or other material developed by the

Consultant in connection with this Agreement shall belong to the District.

1. CONFLICT OF INTEREST Consultant represents that Consultant has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement, or employed by Consultant. Consultant shall not conduct or solicit any non-District business while on District property or time.

Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Consultant warrants that it has not directly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any cash or noncash gratuity or payment with view toward securing any business from the District or influencing such person with respect to this Agreement. Any breach of this warranty shall be a material breach of each and every contract between the District and Consultant.

Should a conflict of interest issue arise, Consultant agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

1. GIFT BAN The Consultant agrees to comply with the District’s policies and administrative regulations governing gifts including, but not limited to, Board Policy 3821.
2. AUDIT AND INSPECTION OF RECORDS The Consultant shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Agreement.

The Consultant shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District’s or the Consultant’s offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Consultant shall, at no cost to the District, furnish assistance for such examination/audit. The Consultant and its subConsultants and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or if the Agreement is terminated in whole or in part until three (3) years after final agreement close-out. The District’s rights under this Section shall also include access to the Consultant’s offices for the purpose of interviewing the Consultant’s employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Consultant’s failure to provide records or access within the time requested shall preclude Consultant from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Consultant shall obtain from its subConsultants and suppliers written agreements to the requirements of this Section and shall provide a copy of such agreements to the District upon request by the District.

1. CONFIDENTIALITY
	1. This Agreement, all communications and information obtained by Consultant from the District relating to this Agreement, and all information developed by Consultant under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of the District, Consultant shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matter, whether as required by law or otherwise, Consultant shall inform the District, in writing, of the nature and reasons for such disclosure. Consultant shall not use any communications or information obtained from the District for any purpose other than the performance of this Agreement, without the District’s written prior consent.
	2. At the conclusion of the performance of this Agreement, Consultant shall return to District all written materials constituting or incorporating any communications or information obtained from the District. Upon the District’s specific approval, Consultant may retain copies of such materials, subject to the requirements of Subsection 10.1.
	3. Consultant may disclose to any subConsultant, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subConsultant’s work. Prior to any disclosure, Consultant shall obtain the subConsultant’s written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to the District.
	4. Consultant represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information, which relates to this Agreement without the prior written approval of the District.
	5. Consultant’s obligation of confidence with respect to information submitted or disclosed to Consultant by the District hereunder shall survive termination of this Agreement.
2. EVALUATION The Consultant acknowledges that the presentation or services may be evaluated by the participants, the Sponsor, the District, or any other District offices or schools and understands that the results of the evaluation may be made available to the Consultant, other schools and offices within the District, and other school districts and agencies upon request. The Consultant agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.
3. EQUAL EMPLOYMENT OPPORTUNITY It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Consultant agrees to comply with applicable Federal and State laws. In addition, the Consultant agrees to require like compliance by all subConsultants employed on the work.
4. TERMINATION FOR CONVENIENCE
	1. The District may, by written notice to the Consultant, terminate this Agreement in whole or in

part at any time, for the District’s convenience. Upon receipt of such notice, the Consultant shall:

1. immediately discontinue all services affected (unless the notice directs otherwise) and
2. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Consultant in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Consultant of such notice.
	1. If the termination is for the convenience of the District, Consultant shall submit a final invoice within 60 days of termination and upon approval by the District, the District shall pay the Consultant the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Consultant to implement the termination.
	2. The Consultant shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Consultant in accordance with this Section shall constitute the Consultant’s exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
3. TERMINATION FOR DEFAULT
	1. The District may, by written notice to the Consultant, terminate this Agreement in whole or in part at any time because of the failure of the Consultant to fulfill its contractual obligations. Upon receipt of such notice, the Consultant shall:
4. immediately discontinue all services affected (unless the notice directs otherwise) and
5. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Consultant in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Consultant of such notice.
	1. If the termination is due to the failure of the Consultant to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Consultant shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Consultant to fulfill its obligations, will be charged to the Consultant and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Consultant. If such costs and expenses are in excess of the sum, which otherwise would have been payable to the Consultant, then the Consultant shall promptly pay the amount of such excess to the District upon notice of the excess so due.
	2. If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior Section, Termination for Convenience.
	3. The Consultant shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Consultant in accordance with this Section shall constitute the Consultant’s exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
6. ASSIGNMENTS Neither the performance of this Agreement, nor any part thereof, may be assigned

by either party without the prior written consent and approval of the other.

1. GOVERNING LAW The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.
2. ENTIRE AGREEMENT/AMENDMENT This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.
3. SEVERABILITY If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.
4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD

The following certification is applicable only to contracts for $25,000 or more, which are funded by Federal funds:

 By signing this Agreement, the Consultant certifies that:

* 1. The Consultant and any of its principals and/or subConsultants are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

1. REPRESENTATIONS, WARRANTIES AND COVENANTS

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Consultant represents, warrants, and covenants to the District as follows:

* 1. Compliance with Laws and Regulations

At all times during the term of this Agreement, Consultant shall comply with all applicable Federal, State, and local laws and regulations during its performance of all work contemplated by EXHIBIT A to this Agreement (“Work”). Consultant represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Consultant shall insure that all subConsultants performing Work under this Agreement are properly licensed to perform such Work. Consultant shall provide District with all reasonable assistance in complying with all applicable Federal, State, and local laws and regulations.

* 1. Noninfringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

* 1. Authority

Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

* 1. No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any Federal, State, Municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Consultant’s ability to complete the transactions contemplated by this Agreement, or restrict the District’s right to use the Work. Consultant knows of no basis for any such action, suit, claim, investigation, or proceeding.

1. DISTRICT DATA Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by the District for use by Consultant under this Agreement shall remain the sole property of the District and will be held in confidence in accordance with Section 10 of this Agreement.
2. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Consultant shall indemnify the District as follows:

* 1. General Indemnity

A. Consultant shall indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and Consultants (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Consultant, including, without limitation, its agents, employees, subConsultants or anyone employed directly or indirectly by it.

* 1. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).
	2. Proprietary Rights Indemnity

Consultant shall indemnify and hold harmless the District, its officers, directors, employees, agents from any losses suffered by the District as a result of Consultant’s breach of its warranties set forth in Section 20 of this Agreement. Consultant shall defend, indemnify, and hold harmless the District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. The District shall notify Consultant in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within the Consultant’s control; *provided* that the District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at the District’s expense. No settlement shall be made without notice to, and the prior written consent of, the District.

* 1. Insurance

Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Consultant’s fulfillment of any of its obligations under this Agreement or either party’s use of the Work of any component or part thereof:

1. Commercial General Liability Insurance, including but not limited to, both bodily injury and property damage liability, with limits of no less than as follows:

$1,000,000 per occurrence

$100,000 fire damage

$5,000 medical expenses

$1,000,000 personal & adv. injury

$3,000,000 general aggregate

$3,000,000 products/completed operations aggregate

1. Commercial Automobile Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than $1 million per occurrence.

C.  Workers’ Compensation and Employers Liability Insurance in a form and amount covering Consultant’s full liability under the California Workers’ Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.

Part A—Statutory Limits

Part B—$1,000,000/$1,000,000/$1,000,000 Employers Liability

D.  Errors & Omissions (Professional Liability) Insurance coverage, when applicable but not limited to, for or related to claims for any actual or alleged negligent act, error or omission, orbreach of fiduciary duty committed in the scope of performing or the failure to perform investment advisory, fund management services, or other services under this Agreement, with the following limits:

$5,000,000 per occurrence/$5,000,000 aggregate

E.   Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage.  The certificate of insurance shall include a thirty (30) day non-renewal notice provision.  The policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Trustees and employees as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability.  Premiums on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant’s obligations under this contract at no additional charge.

1. SECURITY Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Consultant agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at the District’s premises and shall comply with the District’s security policies and procedures if granted access to the District’s computer or communications networks.
2. BUDGET REDUCTIONS In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Agreement, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, the District may either (a) terminate the Agreement, without further liability to the District, or (b) propose an amendment to the Agreement for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to Consultants due to budget cutbacks, the District shall have the option to suspend performance of the Agreement and suspend payments to the Consultant until the Board of Education rescinds the suspension. In any event, the Consultant shall be paid in accordance with the Agreement for Work performed through the date of termination, amendment, or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

**IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.**

 **-CONSULTANT- -DISTRICT-**

**CONTRACTOR’S NAME RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Peter J. Hardash

 Vice Chancellor

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business Operations/Fiscal Services

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_