



INFORMAL REQUEST FOR PROPOSALS (IRFP)
FOR
FISCAL AGENT SERVICES
January 4, 2021

SECTION I - INTRODUCTION

The California Community Colleges Chancellor's Office invites community college districts to submit proposals for the purpose of awarding a fiscal agent services agreement **for the period of July 1, 2021 through June 30, 2026**. The Chancellor's Office, upon selection of one or more districts, will prepare a five-year agreement.

Proposals must be received **electronically** at or before **Friday, February 12, 2021, at 11:59 p.m., addressed** to:

Lynda Phan
Staff Services Manager I
California Community Colleges Chancellor's Office
1102 Q. Street, 6th Floor
Sacramento, California 95811
lphan@cccco.edu

All written proposals must be submitted no later than the due date above. No late proposals will be accepted. The district selected, if any, will be chosen based upon the written proposal, an oral presentation to be arranged at a mutually convenient time following the receipt of proposals, and any other relevant information available to the Chancellor's Office. The award will go to one or more applicants that will best serve the interests of the California Community Colleges. The Chancellor's Office reserves its right to modify and/or suspend any and all aspects of this procurement, to obtain further information from any district responding to the IRFP, to waive any informality or irregularity as to form or content of this IRFP or any related response, to be the sole judge of the merits of the proposals received, and to reject any or all proposals.

SECTION II - BACKGROUND

The California Community Colleges is the largest system of post-secondary education in the country. Annually, more than 2.1million students are enrolled at the 116 community colleges, which are organized into 73 independent community college districts governed by locally-elected boards of trustees.

The Board of Governors for the California Community Colleges is a state entity, and an 18-member body; 17 members are appointed by the Governor, and the Lieutenant Governor is an ex officio member. The Board provides regulatory and policy leadership to the community college system. The California Community Colleges Chancellor's Office is the administrative arm of the Board and is also a state agency.

Under section 20622 of the Public Contract Code, the Chancellor of the California Community Colleges is authorized to enter into an agreement with any community college district whereby the district performs services or acts as a fiscal agent on behalf of the Chancellor's Office without competitive bidding. This informal request seeks a qualified district or districts to act as a fiscal agent and enter into such an agreement. The funds that will support the fiscal agent services agreement are appropriations from the State General Fund for statewide programming from various "categorical funds," which are part of the State's guaranteed funding of public education required by Proposition 98. According to the annual Budget Act, the purpose of these funds is to provide statewide support and accountability activities and infrastructure development for the California Community Colleges including: (1) statewide and regional professional development training; (2) system-wide technology services; (3) oversight and evaluation for certain categorical programs; (4) statewide outreach campaigns supporting student recruitment; and (5) technical assistance for colleges.

This informal request seeks applications from districts to act as a fiscal agent for a five-year term from July 1, 2021 through June 30, 2026. The Chancellor's Office anticipates that between \$65 and \$85 million will be placed under one or more fiscal agencies annually. A successful applicant will be responsible for financial administration and oversight of the funds and sub-agreements related to the funds. In addition, there may be funding from previous fiscal years and related sub-contracts that the successful applicant will also administer. The successful applicant will disburse funds to such parties, in such amounts, and at such times as directed by the Chancellor's Office in writing, and subject to availability of funds.

The Chancellor's decision to award one or more fiscal agencies will be determined based upon a weighing of the capacity and expertise of the applicant districts to perform the volume of anticipated services, the ease of administering programs through one or more fiscal agencies, and the cost proposals received.

SECTION III - SCOPE OF SERVICES

The Chancellor's Office seeks one or more community college districts to act as its fiscal agent to hold, account for, and disburse Proposition 98 funds at the direction of the Chancellor's Office for the benefit of the California Community Colleges. The fiscal agent will not make expenditure

decisions, but will enter contracts on behalf of the Chancellor's Office, manage accounts payable, receivables, and reporting. The successful applicant(s) will enter into a Fiscal Agent Services Agreement (substantially in the form of the attached exemplar) with the Chancellor's Office for period July 1, 2021, through June 30, 2026, and pursuant to that agreement will provide the below services.

1. Control of the Fund – Deposit the designated funds into a single, interest bearing account in trust for the benefit of the California Community Colleges at intervals after the annual Budget Acts are enacted. Establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of the funds for review or reproduction upon written request by the Chancellor's Office according to Generally Accepted Accounting Procedures, other state regulatory requirements, and the direction of the Chancellor's Office.
2. Program Ledgers and Monthly Reporting – Contemporaneously maintain a separate ledger for each program that shows the total amount of funds available for each program, and monthly program deductions (i.e., payments to subcontractors) using an approved web-based accounting platform. At a minimum, each ledger entry should include the subcontractor agreement number, invoice date, payment date, and a description of the payment. Individual divisions may require additional ledger information. **Applicants must indicate the accounting platform they propose to use.** The fiscal agent will prepare and disseminate financial reports on a monthly basis, or as requested, in formats prescribed by the Chancellor's Office for the individual programs.
3. Sub-Contract Administration and Disbursement of Funds – Enter into sub-agreements with vendors and other third-parties to support the identified programs on behalf of the Chancellor's Office and subject to Chancellor's Office approval. Individual sub-agreements entered on behalf of the Chancellor's Office will not require approval of the Fiscal Agent's board of trustees. Disburse funds in satisfaction of payment obligations under each sub-agreement. The fiscal agent shall disburse funds based upon invoices reviewed and approved by the Project Monitor or other designated Chancellor's Office personnel. Assist the Chancellor's Office with the timely closing out of grants and programs with respect to sub-agreements.
4. Equipment and Personnel – Purchase and/or maintain equipment and employ personnel necessary to complete the Fiscal Agent's responsibilities as outlined in the Fiscal Agent Services Agreement, **including the above noted web-based accounting platform.** All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties necessary under the Agreement.
5. Audits – Cooperate with the Chancellor's Office and any other state agency exercising lawful authority, or their respective agents, by providing all documentation related to the fiscal agency, promptly upon request.
6. Public Records – Cooperate with the Chancellor's Office in responding to any requests under the Public Records Act for records related to the fiscal agency.

7. Other Services – Provide other, similar financial or contract management services on an as-needed basis (e.g., conducting competitive bidding) to ensure the smooth administration of the funds as required by funding requirements and direction by the Chancellor’s Office.

SECTION IV - PROPOSAL TIMELINE

The Chancellor’s Office has identified the following tentative time table.

- January 4, 2021 – Informal Request for Proposals Issued
- February 12, 2021 – IRFP Responses Due
- February 19, 2021 – Selection Team Evaluations Completed
- Week of February 22, 2021 – Oral Interviews, Meetings with Applicants Conducted
- March 5, 2021 – Notice of Intent to Award Issued
- March 22, 2021 – Board of Governors Approval
- April, 2021 – District Approval
- July 1, 2021 – Fiscal Agent Contract Term Begins

SECTION V - PROPOSAL CONTENTS AND FORMAT

Proposals should be of professional caliber in content and appearance. All descriptions and information should be clear, concise, and provide sufficient information to minimize questions and assumptions. The Chancellor’s Office accepts no financial responsibility for any costs incurred in the preparation of proposals. Upon receipt at the Chancellor’s Office, all proposals submitted in response to this IRFP will become the property of the Chancellor’s Office.

Cover Letter. Your proposal cover letter should be signed by an officer authorized to bind your district contractually, state that the proposal is firm for a 90-day period from the proposal submission deadline, and provide the name, title, address, and telephone number of the individual to whom correspondence, inquiries, and other contacts should be directed during the selection process.

Proposer Information and Statement of Work. This section should provide your district’s name, address, and telephone number, identify the individuals who will be involved in the representation, and contain a brief discussion demonstrating the proposer’s understanding of the nature of the services requested.

Capabilities and Experience. It is the intent of the Chancellor’s Office to award a Fiscal Agent Services Agreement to the most qualified district or districts submitting a proposal that demonstrates expertise and capacity to provide fiscal oversight and appropriate oversight of the kind required by the Agreement. The proposal should provide an overview of the breadth and depth of the district’s resources, in particular as they relate to the scope of work described in Section III. If applicable, please provide a brief description of similar assignments for which your team has provided services in recent years, including reference names. Résumés for all key team members should be provided where available

Services and Management Approach. In this section, you should describe your approach to the delivery of services included in Section III, above. In particular, your proposal should:

- identify the Administrator who will lead the team, their availability (e.g., response time to Chancellor's Office inquiries), strengths, and history with the district;
- identify the key team members (e.g., project directors, accountants, etc.) and their proposed roles and availability;
- describe your approach to providing the services requested and to fiscal oversight; and
- describe your approach to client communications, with particular emphasis on availability and response times, and ongoing coordination that anticipates future programmatic and client needs.

Proposals *must* discuss workload for all key team members, indicating their expected availability, the percentage of their time that will be devoted to the tasks identified in the Agreement and any other assurances as to their ability to provide the requested services in a responsive and timely manner. This includes the ability to coordinate and work with the Chancellor's Office to use and integrate Office systems related to contract management, tracking, and reporting.

Cost Proposal. The Chancellor's Office seeks a cost structure that is responsive to the competing financial pressures faced by the California Community Colleges, and incentivizes performance of the functions described in this IRFP. The cost proposal should not be based upon a percentage of funds under management, or a similar formulation. Discuss your proposed fee arrangement based on the following

- Direct Costs
 - Employee Compensation - Provide a separate schedule of the total compensation of each team member and the proposed percentage of time the team member will be assigned to the Agreement. Employees may include the following employee classifications:
 - Administrator – High-level individual that would head up the team and would be the main contact person for the Fiscal Agent.
 - Project Director – Individuals that would work with the individual Chancellor's Office project monitors according to subject matter or program area.
 - Business Office – Accounting and bookkeeping individuals as well as clerical assistance.
 - Anticipated sub-contracting costs, if any.
 - Other
- Indirect Cost – Provide a separate schedule of all indirect costs and a proposed indirect cost rate.

- A flat fee model may also be proposed as an alternative cost structure for the fiscal agency agreement. Such a proposal should be made in addition to a direct/indirect cost proposal.

Assurances and Miscellaneous. Proposals should provide references (names and current telephone numbers) from similar work for the district and other key team members. The references must include a brief description of the projects, and the roles of the respective team members.

In addition, you should provide the following:

- Discuss staff continuity, including your staff turnover experience in the last three years.
- Discuss how you would address concerns raised by the Chancellor’s Office about your staffing or their performance as it relates to the Fiscal Agency Services Agreement.
- Describe how and why your district is different from other districts and why selection of your district is the best decision for the California Community Colleges and the Chancellor’s Office.
- Describe your competitive bidding process and how it can be completed in a timely and efficient manner with respect to sub-agreements, in the event you are asked to use it on the Chancellor’s Office behalf.
- Describe whether and how selecting your district would advance the goals and objectives of the Board of Governor’s Vision for Success.

SECTION VI - PROPOSAL EVALUATION CRITERIA

Proposal(s) will be examined to eliminate those that are clearly non-responsive to the stated requirements. Proposals will be reviewed and award(s) made based on the Proposal(s) most closely meeting the needs outlined in this informal IRFP and meeting the needs of the California Community Colleges. The Evaluation Team will balance the proposal costs against other evaluation criteria in determining the proposal(s) that is most advantageous to the California Community Colleges. The Chancellor’s Office anticipates weighting these factors as follows:

Approximate Weight	Evaluation Criteria
50%	The quality of the proposal including its completeness in addressing the requirements of this IRFP and the Scope of Work (i.e., benefits to the California Community College) and demonstrated grasp of the work required for this project.
	The qualifications of the district including general qualifications, specialized qualifications and professional competence in areas directly related to this IRFP, and successful completion of similar projects.
	The experience of the district on similar projects with the Chancellor’s Office or with others including any references provided by the district.
50%	The cost of the proposal.

SECTION VII - ADDITIONAL REQUIREMENTS

Reserved Rights. The Chancellor's Office reserves the right to select any district or reject any or all districts as determined by the Chancellor's Office; to make such selection without holding interviews or oral presentations; to request additional information; and to negotiate the final terms and conditions of a Fiscal Agent Services Agreement with the selected district.

Oral Statements. The Chancellor's Office shall not be bound by oral statements or representations contrary to the written specifications.

Ownership and Use of Documents. All documents, reports, proposals, submittals, working papers or other materials submitted to the Chancellor's Office from the proposer shall become the sole and exclusive property of the Chancellor's Office, in the public domain, and not the property of the proposer, and are subject to public disclosure under the California Public Records Act. The proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted as a result of this solicitation. Further, the Chancellor's Office may utilize concepts submitted via proposal without compensation.

Qualifications of Proposer. The Chancellor's Office may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish all information and data for this purpose as the Chancellor's Office may request.

Informality. The Chancellor's Office reserves the right to waive any informality, irregularity, or defect in the proposal process and to select any proposer, even if the selected proposal does not meet all requirements of this IRFP. Any such waiver by the Chancellor's Office shall not be deemed a waiver with respect to any subsequent informality, irregularity, or defect in the proposal process.

Execution of Contract. No contract shall be binding on the Chancellor's Office until it has been approved by the Chancellor's Office, approved as to form by the parties' respective legal counsel, and fully executed by the parties.

QUESTIONS

Questions about this informal request should be emailed to Lynda Phan at the address indicated above.

###

SAMPLE FISCAL AGENT SERVICES AGREEMENT

This Fiscal Agent Services Agreement (“Agreement”) is entered into between the California Community Colleges Chancellor’s Office (“Chancellor’s Office”) and the [INSERT NAME OF COMMUNITY COLLEGE DISTRICT] (“Fiscal Agent”). This Agreement creates a fiscal agency under which the Chancellor’s Office will transfer certain program funds (“Funds”) to the Fiscal Agent to support Chancellor’s Office statewide activities, as identified annually by the Chancellor’s Office

The Chancellor’s Office and the Fiscal Agent, for good and valuable consideration, agree as follows:

A. Party Representatives

1. Agreement Personnel. The Fiscal Agent and the Chancellor’s Office designate the following individuals as their respective representatives:

Chancellor’s Office Project Monitor: [INSERT NAME]	Fiscal Agent Project Director: [INSERT NAME]
Phone: [INSERT PHONE NO.]	Phone: [INSERT PHONE NO.]
Email: [INSERT EMAIL]	Email: [INSERT EMAIL]

2. Fiscal Agent Key Personnel. Key personnel of the District are:

Fiscal Agent Superintendent/President (or authorized Designee):	
Name: [INSERT NAME]	Title: Chancellor
Phone: [INSERT PHONE NO.]	E-Mail Address: [INSERT EMAIL]
Responsible Administrator (Should not be the same as Project Director)	
Name: [INSERT NAME]	Title: [INSERT TITLE]
Phone: [INSERT PHONE NO.]	E-Mail Address [INSERT EMAIL]
Business Officer	
Name: [INSERT NAME]	Title: [INSERT TITLE]
Phone: [INSERT PHONE NO.]	E-Mail Address: [INSERT EMAIL]

B. Duties and Responsibilities of the Parties

1. Fund Deposit and Fiscal Control. The Chancellor’s Office shall transfer the Funds to the Fiscal Agent at intervals after the respective annual Budget Acts are enacted. The Fiscal Agent shall deposit the designated funds into a single, interest bearing account in trust for the benefit of the California Community Colleges. The Fiscal Agent shall establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of the funds for review or reproduction upon written request by the Chancellor's Office according to Generally Accepted Accounting Procedures, other state regulatory requirements, and the direction of the Chancellor’s Office.
2. Program Ledgers. The Fiscal Agent shall maintain a separate ledger for each program that shows the total amount of funds available for each program, and monthly program deductions (i.e.,

payments to subcontractors) using an approved web-based accounting platform. At a minimum, each ledger entry shall include the subcontractor agreement number, invoice date, payment date, and a description of the payment. Additional information may be required by the individual divisions.

3. Fund Disbursements. The Fiscal Agent shall only disburse the Funds to such parties, in such amounts, and at such times as directed by the Chancellor's Office in writing and subject to availability of Funds. The Fiscal Agent is not responsible or liable for the use of the Funds disbursed in accordance with Chancellor's Office written instructions. The Fiscal Agent is not responsible or liable to the Chancellor's Office or third parties for any insufficiency of Funds to satisfy a Chancellor's Office authorization to disburse Funds, unless the insufficient Funds are the result of Fiscal Agent negligence or willful misconduct.
4. Fiscal Agent Responsibilities. The Fiscal Agent is responsible for all equipment and personnel necessary to complete the Fiscal Agent's responsibilities under this Agreement including the above noted web-based accounting platform. All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties envisioned by this Agreement successfully.
5. Chancellor's Office Instructions. The Chancellor's Office Project Monitor shall issue written directions and instructions to the Fiscal Agent's Project Director to authorize and direct the Fiscal Agent to take actions under this Agreement. The Project Monitor's written directions and instructions must indicate that they have been approved by a Dean or Vice Chancellor. Written instructions to the Fiscal Agent for the disbursement of the Funds shall include: (i) the recipient; (ii) the disbursement amount; (iii) deposit account information; and (iv) disbursement date. No Fiscal Agent actions relating to the Funds or any sub-agreement shall be taken except in accordance with the Project Monitor's written directions and instructions.
6. Sub-Agreement Funding. The Fiscal Agent shall be responsible for the disbursement of the Funds in satisfaction of payment obligations under a sub-agreement, the Chancellor's Office is solely responsible for: (i) administering and managing sub-agreements; and (ii) enforcing Chancellor's Office rights and remedies. Sub-agreements shall not require approval of the Fiscal Agent's board of trustees.
7. Reports. The Fiscal Agent shall prepare and disseminate financial reports on a monthly basis, or as requested, in formats prescribed by the Chancellor's Office for the individual programs.
8. Audits. The Fiscal Agent will assist the Chancellor's Office, and cooperate with any other state agency exercising lawful authority, or their respective agents, by providing all documentation related to this Agreement and the fiscal agency established by it, promptly upon request.
9. Other Activities. The Chancellor's Office may require the Fiscal Agent to administer the implementation of other documents (e.g., competitive bidding documents) on its behalf for statewide activities and programs. The Fiscal Agent will be compensated for these additional services as provided for under section D below.

C. Sub-Agreements

1. Sub-Agreements Defined. For purposes of this Agreement, the term “sub-agreement” means any agreement entered by the Fiscal Agent on behalf of the Chancellor’s Office for the disbursement of the Funds.
2. Authority to Enter Sub-Agreements. The Fiscal Agent shall enter into sub-agreements on behalf of the Chancellor’s Office in accordance with Project Monitor’s written instructions. Such sub-agreements may include grants, contracts, or other similar arrangements, and must be approved by the Chancellor’s Office.
3. Sub-Agreement Terms and Conditions. The Chancellor's Office shall be solely responsible for the terms and conditions of sub-agreements entered by the Fiscal Agent on the Chancellor's Office behalf, and their sufficiency to accomplish their intended purposes. All sub-agreements shall be compliant with the procurement standards and requirements that apply to the Chancellor's Office Standing Orders.
4. Fiscal Agent Status. All sub-agreements shall indicate that: (i) the Fiscal Agent acts solely as a fiscal agent for the Chancellor’s Office; (ii) the Fiscal Agent is not responsible for the performance of obligations of third-parties or the Chancellor’s Office under a sub-agreement or for enforcement of the terms of a sub-agreement; and (iii) the Fiscal Agent’s obligations to third parties are limited to those expressly stated in the terms of a sub-agreement. The Chancellor’s Office shall deliver a copy of each proposed sub-agreement to the Fiscal Agent for review and acceptance. The Fiscal Agent may decline to enter a sub-agreement as fiscal agent for the Chancellor’s Office if these provisions are absent, or if the Funds are insufficient to pay the Chancellor’s Office financial obligations under the sub-agreement.

D. Fiscal Agent Compensation

1. Payment for Fiscal Agent Services. The Fiscal Agent shall be compensated for services as follows:

[INSERT PAYMENT INFORMATION]

The amount of the Fiscal Agent fees withdrawn shall be reported in the quarterly report. A full accounting of Fiscal Agent fees will also be reported each month, as a separate line item in the Fiscal Agent’s monthly reports of Funds receipt and distribution.

E. General Provisions

1. Termination. The parties acknowledge that this Agreement is critical to the delivery of educational services to students within the California Community Colleges, and that the Fiscal Agent has committed significant personnel resources to ensuring its obligations are met. Accordingly, this Agreement may be terminated only for material breach, and then only after the non-breaching party has had a reasonable opportunity to cure. Termination of this Agreement may only occur following 180-day’s written notice of intent to terminate. In the event of termination, the Fiscal Agent shall continue to hold the Funds upon the terms provided in this

Agreement until receipt of final instructions from the Chancellor's Office. Notwithstanding termination of this Agreement, the parties shall take all reasonable actions to mitigate each other party's harms that may result from termination.

2. Governing Law and Venue. This Agreement is governed by the laws of the State of California, and shall be interpreted consistent with those laws. Any lawsuits related to this Agreement will be filed in County of Sacramento.
3. Force Majeure. The Chancellor's Office and Fiscal Agent are excused from performance during the time and to the extent that they are prevented from performing by an act of God or other unforeseeable events beyond the reasonable control of either Fiscal Agent or the Chancellor's Office.
4. No Assignments. This Agreement is not assignable by either party, either in whole or in part.
5. Time. Time is of the essence in the performance and completion of obligations under the Agreement.
6. No Oral Modifications. No term or condition of this Agreement may be modified or amended except by a subsequent writing executed by the Fiscal Agent and the Chancellor's Office. Verbal or oral modifications to this Agreement are not enforceable.
7. No Waiver. The Fiscal Agent's or the Chancellor's Office's waiver or delayed enforcement of any term, condition, covenant, or obligation under this Agreement shall not: (i) constitute waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the enforcement of such term, condition, covenant or obligation.
8. Provisions Required By Laws Deemed Inserted. Provisions required by law to be incorporated into this Agreement are deemed incorporated into this Agreement and shall be interpreted and enforced as though such provisions are incorporated into this Agreement.
9. Severability. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement.
10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Fiscal Agent and the Chancellor's Office concerning its subject matter, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.
11. Chancellor's Office Indemnity of Fiscal Agent. The Chancellor's Office shall defend, indemnify and hold harmless Fiscal Agent's Indemnified Parties who are: the Fiscal Agent, the Fiscal Agent's Board of Trustees, trustees, employees, agents and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action asserted by or on behalf of any third party to a sub-agreement that arises out of an alleged breach by the Chancellor's Office under this Agreement or a sub-agreement, or any negligent, reckless, or willful conduct by the Chancellor's Office.

12. Fiscal Agent Indemnity of Chancellor's Office. Fiscal Agent shall defend, indemnify and hold harmless the Chancellor's Office's Indemnified Parties who are: the Board of Governors of the California Community Colleges and its individual members, the Chancellor's Office, and Chancellor's Office employees, agents, and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action that arise out of an alleged breach by the Fiscal Agent of Fiscal Agent obligations under this Agreement, or any negligent, reckless, or willful conduct by the Fiscal Agent.

###