



**LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
CITY / EAST / HARBOR / MISSION / PIERCE / SOUTHWEST / TRADE-TECHNICAL / VALLEY / WEST

**REQUEST FOR PROPOSALS (RFP)  
NO. 21-02**

**Administration of Health Reimbursement Arrangement (HRA)  
Flexible Spending Account (FSA) and Continuation of Benefits  
(COBRA)**



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<b><u>PROPOSED RFP TIMELINE</u></b>	
RFP Posted	<b>February 26, 2021</b>
Questions Submission Deadline	<b>March 8, 2021</b>
Answers Posted	<b>March 11, 2021</b>
Proposal Submission Deadline	<b>March 18, 2021</b>
Oral Presentations and/or Proposer Interviews	<b>March 26, 2021</b>
Notice of Intended Award	<b>March 30, 2021</b>
Board Date for Approval	<b>April 14, 2021</b>
Effective Contract Date	<b>May 1, 2021</b>

NOTE: All dates are subject to change at the sole discretion of the Los Angeles Community College District



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## **1. INTRODUCTION**

### **1.1 Purpose and Scope of RFP**

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified service professionals to provide: (1) Administration of the Los Angeles Community College District's ("LACCD", "District") Health Reimbursement Arrangement (HRA) services for its employees; (2) The Administration of the District's Flexible Spending Account (FSA); and (3) Administration and reconciliation of Continuation of Benefits (COBRA) program and California Assembly Bill (AB) 528 program (California Education Code 7000) benefits.

As discussed below in Section 1.3, Scope of Services, proposers shall provide a separate cost proposal for HRA, FSA and COBRA/AB 528 (Ed. Code Section 7000) services. The District reserves the sole right to make a single award for all programs, multiple awards for different programs listed, or to combine any programs and make or refuse to make any award.

The LACCD welcomes a diverse pool of proposers to respond to the Request For Proposal as outlined below. This includes those firms that have received LGBTQIA certification by recognized municipal agencies.

### **1.2 About the District**

The Los Angeles Community College District ("District") was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms. The District is the largest community college district in California and one of the largest in the nation. More background information can be found about the District online at [www.laccd.edu](http://www.laccd.edu).

The District serves a population of several million residents in southern California within an area of nearly 900 square miles of metropolitan Los Angeles and the County of Los Angeles that includes more than 30 incorporated cities unincorporated communities. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south.

In keeping with its mission, the District provides about 230,000 full and part-time students each year with comprehensive lower-division general education, career and technical education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and career preparation, civic engagement, and lifelong learning. The District



has nine fully accredited colleges: East Los Angeles College, Los Angeles City College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, Los Angeles Pierce College, and West Los Angeles College. The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Tech College) to over four hundred fifty acres (Los Angeles Pierce College). Within the District, taxpayer approved bond programs have helped provide new and upgraded facilities at District sites and the nine colleges, including, among other projects, newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

Student demographics of largest enrollment include more than 58.6 percent who identify as Hispanic/Latinx; 14.9 percent as White; 8.8 percent as African American, 6.5 percent as Asian. In the 2019-20 Academic Year, the District conferred nearly 30,000 awards to students, including two-year degrees, degrees for transfer and certificates. The District maintains an active free-tuition program available to all first-time, full-time students, regardless of age, race/ethnicity or demographic background. More than 10,000 students are currently part of the Los Angeles College Promise Program. In addition, the District's 2020-2021 budget totaled \$5.6 billion. This amount included \$3.9 billion of Proposition A, AA, and Measures J and CC Bonds in the Building Fund.

LACCD currently provides health benefits to approximately 4,500 employees and 3,000 retirees and survivors and pays the costs of these benefits as they occur, rather than prefunding them. Prescription drug benefits are provided to both active employees and retirees under insured preferred provider and health maintenance organization medical plans.

In January 2010, the District replaced its directly sponsored medical plans – at the time, comprising Kaiser Permanente, Blue Shield HMO, and Blue Shield PPO – with medical plans sponsored by the California Public Employees' Retirement System (CalPERS).

In addition, the District agreed to provide eligible employees with an Health Reimbursement Arrangement (HRA) account. The HRA account is a negotiated benefit that will continue until at least July 1, 2023, and is subject to renewal. Existing balances for all prior years will continue to be available and require ongoing HRA Third Party Administration. The District intends for employees to use the HRA provisions for all applicable medical and health-related expenditures, up to the full dollar amount provided, before the employee can set-up and use a Flexible Spending Account (FSA) for such purposes.

As mentioned above, the District offers its employees an FSA account. An FSA plan permits employees to contribute, on a pre-tax basis, a portion of their monthly salaries to



temporary accounts. The employees can later draw funds from these accounts to reimburse their expenses for health care and dependent care, thereby enabling the employees to pay such expenses with pre-tax dollars. An employee will not be permitted to use funds from their FSA plan until all funds provided by the District for his or her HRA account, including prior years' balances, are fully expended for authorized medical and health-related purposes.

Finally, the District is required to administer COBRA services including preparing and mailing general notices to inform newly hired employees and their dependents of their rights in the event of loss of dental and vision coverage. Additionally, California Assembly Bill 528 provides Faculty, Adjunct Faculty and their spouses the right to purchase District medical and dental benefits once retired from the public retirement system.

The District's benefit year is on a calendar year basis; January 1 to December 31 of each year. Open Enrollment is held during September through October of each year for benefits beginning on the following January 1. However, the District follows a fiscal year for budgeting and invoice payments, with the Fiscal Year established from July 1 to June 30<sup>th</sup> of each year.

### **1.3 Scope of Services**

The Los Angeles Community College District is seeking a qualified firm to administer the following services for its Health Reimbursement Arrangement (HRA), Flexible Spending Account (FSA), Continuation of Benefits (COBRA) / Assembly Bill 528 (AB-528) requirements as described below.

It is the District's intent for its employees to use the District's HRA provisions for all applicable medical and health-related expenditures, up to the full dollar amount provided by the District, before the employee is allowed to use a Flexible Spending Account (FSA) for such purposes. An employee will not be permitted to use an FSA plan until all funds provided by the District for his or her HRA account are fully expended for authorized medical and health-related purposes.

The scope of services includes the firm administering all COBRA services including preparing and mailing general notices to inform newly hired employees and their dependents of their rights in the event of loss of dental and vision coverage. In addition, the District assumes COBRA administrative responsibilities for qualified beneficiaries (QB's) already on COBRA. Scope of Services include providing QB's customized premium payment statements with details of coverages and applicable rates, due dates for the plan year in effect. The District would require access to electronic report of activity, elections and terminations.



Included in the scope of services is the administration of Assembly Bill 528 (California Education Code 7000) for QB's (Faculty, Adjunct Faculty and their spouses) the right to purchase District medical and dental benefits once retired from the public retirement system. Administration would include notification of their rights, premium collection and termination. The District would require access to the billing and eligibility system for those participating in the plan.

The firm selected would administer the reimbursement of Medicare premiums to retirees via a separate the HRA. Administration includes the ability for retirees to submit proof of Medicare premiums, authoring of appropriate business rules and disbursement of refunds via the HRA mechanism.

Additionally, the firm selected would provide direct billing for items related to employees who are on a leave of absence and need to pay premiums to carriers for certain types of benefits (including, but not limited to dental, vision, voluntary life premiums, etc).

The District requires a monthly file that contains balances in employee accounts. The file should be in a CSV format, with employee details such as name, employee number or employee ID, and balances and delivered via a secure method that can be uploaded into our system that will enable us to add reminders related to FSA/HRA balances remaining to employee pay stubs. In addition, the District will require reports in similar formats for COBRA and AB 528 plan management. Proposer shall also provide ad hoc reports requested from the District from time to time at no additional cost.

Subject to the discretion and determination by District's Information Technology Department data security requirements, information may be shared and transferred electronically, without additional cost to the District.

Proposers shall provide a proposal showing separate costs for a medical and health-related expenditures HRA, a Medicare reimbursement FSA, COBRA/AB 528 and Direct Billing services.

### **1.3.1 Health Reimbursement Arrangement (HRA) Administration Requirements**

#### **Initial Set-Up for MEDICAL AND HEALTH RELATED HRA Accounts**

1. Update Eligibility list monthly for the HRA plan, and submit the annual eligibility data file electronically.
2. Provide an Open Enrollment process to take place by website or other electronic



means.

3. Provide Open Enrollment literature informing employees of the enrollment process and providing a summary-level benefit description.
4. Provide communication to employees to confirm their enrollment prior to the Open Enrollment cutoff date.
5. Proposer will provide to the District an electronic data file of all employees and retirees eligible for HRA enrollment by December 1 of each year.
6. Proposer will maintain employee enrollment data, and year-to-date expenditures.

### **Employer Account Funding**

1. A debit card shall be provided to each employee for all applicable and authorized medical and health-related expenses. The employee may request a card for dependents.
2. Provide electronic access to the District's Health Benefits Representatives to verify issuance of debit cards and account balances for all HRA accounts
3. Account funding will be made monthly by Electronic Funds Transfer (EFT) or Automated Clearing House (ACH: direct deposits and debits).
4. Requests for account funding will consist of a statement/invoice which clearly displays:
  - a. an Invoice/Statement ID
  - b. the billing period in xx/xx/xxxx to xx/xx/xxxx format
  - c. the total dollar amount of claims that funding is being requested for the period:
  - d. bank name,
  - e. ABA number,
  - f. account number
5. This shall be accompanied by an Excel CSV formatted list of claims. The list of claims shall list each transaction with employee name and either full social security number or alternate ID (LACCD employee number), and identify each person as either an active employee or a retiree. The format of this report shall not be changed without first discussing with LACCD.
6. Payment made to the employee shall be by check or EFT.

### **Claims Payment Reporting to the District**

1. Provide monthly to the District, a summary of claims payment reports to support eligible expenditures.
2. Provide to the District and to each employee, an annual report of total expenditures made by the employee.
3. Provide electronic access to employees to review contributions, expenditures, and remaining balances.
4. Allow employees to validate their claims immediately after an expense either online or by fax (do not require them to hold their documentation and submit only quarterly).



### **Initial Set-Up for MEDICARE Reimbursement HRA Accounts**

1. Eligibility to be updated monthly for the HRA plan, and the annual eligibility data file submitted electronically
2. Open Enrollment process to take place by website or other electronic means.
3. Provide Open Enrollment literature informing employees of enrollment process and providing summary-level benefit description.
4. Proposer will provide to the District an electronic data file of retirees eligible for HRA enrollment by December 1 of each year.
5. Proposer will maintain employee enrollment data, and year-to-date expenditures.

### **Employer Account Funding**

1. Provide electronic access to the District's Health Benefits Representatives to verify document uploads account balances for all HRA accounts.
2. Account funding will be made annually by Electronic Funds Transfer (EFT) or Automated Clearing House (ACH: direct deposits and debits).
3. Requests for account funding will consist of a statement/invoice which clearly displays:
  - a. an Invoice/Statement Id
  - b. the billing period in xx/xx/xxxx to xx/xx/xxxx format
  - c. the total dollar amount of claims that funding is being requested for the period
  - d. bank name
  - e. American Bankers Association (ABA) routing number
  - f. account number
4. This shall be accompanied by an Excel CSV formatted list of claims. The list of claims shall list each transaction with employee name and either full social security number or alternate ID (LACCD employee number), and identify each person as either an active employee or a retiree. The format of this report shall not be changed without first discussing with LACCD.
5. Payment made to the employee shall be by check or EFT.

### **Claims Payment Reporting to the District**

1. Provide biannually to the District, a summary of claims payment reports to support eligible expenditures.
2. Provide to the District and to each employee, an annual report of total reimbursements requested by the employee.
3. Provide electronic access to employees to review document uploads and reimbursements.

#### **1.3.2 Flexible Spending Account (FSA) Administration**



### **Initial Set-Up for FSA Accounts**

1. Eligibility to be updated monthly for the FSA plan, and the annual eligibility data file submitted electronically.
2. Open Enrollment process to take place by website or other electronic means.
3. Provide Open Enrollment literature informing employees of enrollment process and providing a summary-level benefit description.
4. Provide communication to employees to confirm their enrollment prior to the Open Enrollment cutoff date.
5. Proposer will provide to the District an electronic data file of all FSA enrollments by December 1 of each year.
6. Proposer will maintain employee enrollment data, and year-to-date expenditures.

### **Employer Account Funding**

1. A debit card shall be provided to each employee for all applicable and authorized medical and health-related expenses.
2. Provide electronic access to the District's Health Benefits Representatives to verify issuance of debit cards and account balances for all FSA accounts.
3. Account funding will be made monthly by Electronic Funds Transfer (EFT) or Automated Clearing House (ACH: direct deposits and debits).
4. Payment made to the employee shall be by check or EFT.

### **Claims Reimbursement Reporting to the District**

1. Allow submission of reimbursement claims by hard copy, fax, and electronically.
2. Provide monthly to the District, a summary of claims payment reports to support eligible expenditures.
3. Provide to the District and to each employee, an annual report of total expenditures made by the employee.
4. Provide electronic access to employees to review contributions, expenditures, and remaining balances.
5. Allow employees to validate their claims immediately after an expense either online or by fax (do not require them to hold their documentation and submit only quarterly).



### **1.3.3 Continuation of Benefits (COBRA) Administration**

Proposer shall be responsible for all account set-up, developing, drafting and releasing eligibility information, all work usual and customary for setting, managing, coordinating an account, and providing outreach, education/training, and customer service in a proactive and collegial manner to the District and its employees and eligible dependents. Proposer shall provide all required reporting to the District, including all financial documentation and supporting materials. Proposer shall be required to work with the District to set up financial reporting, tracking, and banking processes. Further, proposer shall be responsible for customer outreach, and assist and support the District as necessary and proper to fulfill the provision of COBRA administration whether or not specified within this RFP.

### **1.3.4 AB 528 (California Education Code 7000) Administration**

Proposer shall be responsible for all account set-up, developing, drafting and releasing eligibility information, all work usual and customary for setting, managing, coordinating an account, and providing outreach, education/training, and customer service in a proactive and collegial manner to the District and its employees and eligible dependents. Proposer shall provide all required reporting to the District, including all financial documentation and supporting materials. Proposer shall be required to work with the District to set up financial reporting, tracking, and banking processes. Further, proposer shall be responsible for customer outreach, and in assisting and supporting the District as may be necessary and proper to fulfill provision of AB 528 whether or not specified within this RFP.

In addition, the firm will assume COBRA administrative responsibilities for Qualifying Beneficiary's (QBs) already on COBRA. Services should include providing QB's customized premium payment statements with details of coverages and applicable rates, due dates for the plan year then in effect. The District would require access to electronic report of activity, elections, and terminations. The District may include the administration of Assembly Bill 528 (California Education Code 7000) for QB's Administration would include notification of their rights, premium collection and termination. The District would require access to the billing and eligibility system for those participating in the plan.

In addition to the required services listed above, each Proposer should have the ability to comply with the following requirements related to Invoicing, Web Application,



Customer Service capabilities and Records Retention requirements.

### **1.3.5 Invoicing**

1. Invoices for payment of services related to FSA to include claims/backup details included, but not necessarily limited to:
  - a. Participant names
  - b. Participant ID numbers (either whole social security numbers or alternate ID numbers, such as LACCD employee numbers)
  - c. Service(s) rendered (per participant per month fee, run-out fee, for example)
  - d. Date of service
2. Per participant per month fees shall be a flat rate fee that includes debit cards, administration, welcome kits, etcetera (there shall not be additional per participant fees)
3. Terminology used on invoices shall exactly match those agreed upon within the final contract

### **1.3.6 Web Application Online Open Enrollment**

1. Open enrollment will be for a period of four (4) weeks starting in September of each year.
2. The web application must be available twenty-four (24) hours a day, seven (7) days a week, except for routine maintenance.

### **1.3.7 Customer Service**

#### **Telephone.**

A toll-free telephone number shall be provided for use by the District's employees, from 8:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, to respond to inquiries regarding the status of an HRA and/or FSA account.

#### **Interactive Voice Response (IVR)**

Availability of obtaining account information by calling the IVR 24/7, seven (7) days per week, excluding routine maintenance or unforeseen/unforeseeable events. During regular telephone hours, HRA and FSA Plan participants may elect to exit the IVR and speak with a customer service representative.



### **1.3.8 Records Retention**

#### **Maintenance of Records**

The proposal must describe how separate records will be maintained with respect to the services specified herein for seven (7) calendar years following any year in which it performs services hereunder or, if longer, such period as provided under ERISA or other applicable law.

#### **Inspection of Records**

The proposal must describe the availability to the District to inspect, examine and copy records during normal business hours and upon reasonable notice from the successful Proposer.

The selected firm would be required to work with the incumbent on the transition of the LACCD account information.



## 2. GENERAL INFORMATION

### 2.1 Proposal Submittal

The proposer shall submit to the District a printed original and six (6) copies of its proposal, together with one (1) **copy on an USB drive** containing an electronic version of the proposal in Microsoft Word format, no later than **2:00 p.m. PST, on March 18, 2021**. Proposals are to be enclosed in a sealed package plainly marked and displaying the proposer's legal name and the words "**Proposal Responding to RFP No. 21-02: Administration of Health Reimbursement Arrangement (HRA), Flexible Spending Account (FSA) and Continuation of Benefits (COBRA)**."

Mail or deliver proposals to:

**Andrea Daniel, Procurement Specialist**  
**Los Angeles Community College District**  
**Business Services Division**  
**770 Wilshire Boulevard – 6<sup>th</sup> Floor**  
**Los Angeles, CA 90017-3719**  
**Email: [danielar2@laccd.edu](mailto:danielar2@laccd.edu)**

It is the sole responsibility of the proposer to ensure that the proposal is delivered on time. Any proposal received after the stated deadline, may, at the sole discretion of the District, be returned without consideration. It is the practice of LACCD not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time. LACCD shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service, or other method of delivery used by the proposer. **Proposals submitted via fax, telephone or e-mail will not be accepted.** If hand-delivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking. LACCD does not provide parking accommodations to proposers submitting proposals.

All proposals must be firm offers subject to acceptance by LACCD and may not be withdrawn for a period of 90 calendar days following the last day to submit proposals. Proposals may not be amended once submitted to LACCD, except as permitted by LACCD.



## **2.2 Questions from Proposers**

Questions or comments regarding this RFP (except to inquire about the number of addendums issued) must be put in writing by email to Andrea Daniel at [danielar2@laccd.edu](mailto:danielar2@laccd.edu) on or before **March 8, 2021** (the “Questions Submission Deadline), with the subject, **"Questions for RFP No. 21-02: Administration of Health Reimbursement Arrangement (HRA), Flexible Spending Account (FSA) and Continuation of Benefits (COBRA)."**

Proposers are asked to submit all questions in writing by the question deadline. LACCD shall not be obligated to answer any questions received after the above-specified deadline or submitted in a manner other than as instructed above.

Proposers are instructed not to contact District personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD’s sole discretion, will be grounds for disqualification of a proposer. Written responses from the District will be posted on the [website](#):

<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

## **2.3 RFP Addenda/Clarifications**

If it becomes necessary for LACCD to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, written addenda will be posted at

<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>.

All addenda issued shall become part of the RFP, and bidders shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in their response. Failure of the bidder to receive Addenda shall not relieve the bidder from any obligation under its bid as submitted. The Bidder shall identify and list in its bid all Addenda received and included in its bid; failure to do so may be asserted by the District as a basis for determining the bid non-responsive. All addenda issued shall become part of the RFP. Proposer’s acknowledgement of the addenda must be declared in the proposal. See EXHIBIT D

It shall be the responsibility of the proposers to check the website for addenda issued.



#### **2.4 Pre-Contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to LACCD; (3) negotiating with LACCD any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. LACCD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers.

#### **2.5 No Commitment to Award**

Issuance of this RFP and receipt of proposals does not commit LACCD to award a contract. LACCD expressly reserves the right to postpone proposal opening for its own convenience, accept or reject any or all proposals received in response to this RFP, negotiate with more than one proposer concurrently, or to cancel all or part of this RFP.

#### **2.6 Joint Offers**

Joint proposals are not acceptable. Multiple firms may submit together as long as the structure is such that one firm acts as a prime and others act as subcontractors. In this case, LACCD will execute a contract with the firm acting as the prime contractor. The District may designate a lead within the selected firm(s).

#### **2.7 Proposed Contract**

The Sample Form Agreement presented in EXHIBIT F (Professional Services Agreement) of this RFP is the agreement proposed for execution with the successful proposer. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer's offer or the outcome of contract negotiations, if any, conducted with the proposer. Exceptions to the terms and conditions of the Sample Form Agreement, or the proposer's inability to comply with any of its provisions of the Sample Form Agreement, must be declared in the proposal, as provided in the following Section 2.8, Exceptions and Deviations.

#### **2.8 Exceptions/Deviations**

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the Sample Form Agreement, must be declared in writing in EXHIBIT E within the proposal; failure to do so will prevent proposer from asserting its inability to comply with the terms



or conditions later on. Such exceptions or deviations must be segregated as a separate element of the proposal under Exhibit E- "Exceptions and Deviations to Sample Form Agreement." The District will make a good faith effort to consider contractual issues identified by vendors and LACCD requires all proposing vendors to similarly make a good faith effort to comply with the District's sample agreement terms and conditions.

Proposals that mandate the use of vendor standard services contract, rather than utilizing the District's standard services contract will result in that firm's proposal being judged non-responsive and these proposals will be rejected. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

Section 7 – Term of Agreement

Section 18 – Governing Law

Section 19 – Non-Discrimination

Section 22 – Board Authorization

Section 27 – Requirements for Federally-Funded Contracts

The proposer's attention is directed particularly to Section 15 in the Sample Form Agreement, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

## **2.9 Exemption from Disclosure.**

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the Los Angeles Community College District, except for information declared at the proposal opening date. All proposals submitted will become the property of the Los Angeles Community College District. The preparer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any firm claiming such an exemption must also state in the bid that "the bidder agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District.



## **2.10 Protests**

Any proposer that has provided a sealed bid or proposal to the District may protest the solicitation or award of a contract for violations of LACCD's procurement policies or of laws and regulations governing LACCD's procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals. <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Documents/04-09-bid-protest-and-appeal.pdf>. The Annual Adjustment Bid threshold for 2021 is \$96,700.

In order to be considered, all protests must be in writing and filed with and received by LACCD, not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought. Protests received by LACCD after this date will be returned to the sender.

**Director of Business Services  
Los Angeles Community College District  
770 Wilshire Blvd, 6<sup>th</sup> Floor  
Los Angeles, CA 90017**

Failure to timely file the proposal protest shall constitute grounds for the District to deny the proposal protest without further consideration of the grounds stated therein.

## **2.11 Term of Contract**

The contract awarded through this RFP is expected to be effective for a five-year period from May 1, 2021 – April 20, 2024, with an optional two-year extension.



### **3. PROPOSAL FORMAT AND CONTENT**

#### **3.1 General**

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content. This RFP and the successful proposal may become a part of any contract that is executed as a result of this RFP. Any proposal attachments, documents, letters and materials submitted by the proposer will be binding and may also be included as part of the contract.

#### **3.2 Presentation/Format**

Proposals shall be submitted in 8 1/2" x 11" size, using a simple method of fastening. Proposals should be typed and not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The form, content, and sequence of the proposal should follow the outline presented below.

#### **3.3 Proposal Content**

##### **3.3.1 Transmittal Letter/Introduction**

The letter of transmittal shall include the first 6 bullet points and be addressed to, Andrea Daniel, Procurement Specialist, and must, at a minimum, contain the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- Name, title, address, telephone number and email address of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the due date for submittal;
- Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California



Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by LACCD); and

- Signature of a person authorized to bind the offering firm to the terms of the proposal.

### **3.3.2 Table of Contents**

Immediately following the transmittal letter include a complete table of contents for material included in the proposal, including page numbers.

### **3.3.3 Proposals and Related Experience**

This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; nature and relevance of similar work recently completed for other clients; record of meeting schedules and deadlines on other projects; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any other firm included in the offer.

Specifically include:

- Background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain any such status.
- Noteworthy Proposals for providing the required services to LACCD. Specifically highlight those Proposals that distinguish you from your competitors, and provide the names of three successful recent accounts in the past three years in the areas of administering HSA, FSA and/or COBRA programs.

-



### **3.3.4 Proposed Staffing and Project Organization**

This section should discuss the staff of the proposing firm who would be assigned to work for LACCD. Demonstrate that the firm has professional personnel, by identifying the key parties to perform under contract with LACCD and by providing their resumes. In addition, please include a staffing organization chart of the key parties presented for the engagement. The evaluation will consider amongst other factors, length of practice, education, training, relevant experience and longevity with the firm.

### **3.3.5 Work Plan**

This section should describe how the proposer would perform the scope of work to the satisfaction of the District. Specify what resources would be expected and/or required from the District, such as a central point of contact, work space, equipment and information. The firm should demonstrate its knowledge and experience with administering FSA, HRA, and COBRA programs on behalf of an organization. In addition, the work plan should include information on how the firm would meet all the services outlined in the Section 1.3 – Scope of Services.

### **3.3.6 References**

A minimum of four (4) references to be included with contact names and information.

- List of business clients—especially community colleges and school districts—to which your firm has provided similar services in the past three years. Specifically, include the following: name and address of organization, description of work and date performed, contact name/title/phone numbers/email address. Include a current client list and organizations or entities that your firm currently provides services to that may pose a conflict or require that you represent positions that are contrary to positions approved by LACCD.

### **3.3.7 Fee Structure / Cost Proposal**

- Each proposal must include a description of the proposed fee schedule for the work to be performed.
- Each proposal should identify any and all hourly rate(s) for proposed services.
- Each proposal should identify any expected reimbursables and rates that may be requested by the proposer if engaged to do business on behalf of the District such as travel expenses, copying or messenger services.



Please complete **Appendix A** to identify proposed fees, hourly rates and any expected reimbursables associated with this proposal.

### **3.3.8 Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, including the Sample Agreement presented in **EXHIBIT F** If you wish to present alternative approaches to meet LACCD's work requirements, these should be thoroughly explained in **EXHIBIT E**

### **3.3.9 Appendices**

- Supporting Documents: Furnish as appendices those supporting documents (e.g., staff resumes and bio's) requested in the preceding instructions.
- Additional Information: Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this is not an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

### **3.3.10 Authorization to do business in California**

Proposers must be authorized to do business in California. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with its proposal a copy of a current business license issued in California. If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of evaluation of the proposal. The Proposer should provide the corporate number issued by the Secretary of State with its proposal. Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement.

### **3.3.11 Mandatory documents proposer must submit within the sealed response**

- (a) Completed and signed Noncollusion Affidavit (**EXHIBIT A**)
- (b) Completed and signed Certificate of Non-Discrimination (**EXHIBIT B**)
- (c) Completed Confidentiality Agreement (**EXHIBIT C**)



- (d) Acknowledgement of all addenda issued by the District (**EXHIBIT D**)
- (e) Completed and signed Exceptions and Deviations (**EXHIBIT E**)
- (f) Completed and signed SLEDV disclosure (**EXHIBIT G**)

**GRACE PERIOD FOR MISSING OR INCORRECT FILING OF ITEMS (a) THROUGH (e) ONLY:**

In the event that a firm fails to submit all or any part of items (a) through (e) above with its submission or if any submitted item is incomplete or incorrect, the Contracts Office will notify the firm and the firm shall have an additional two (2) business days to submit the missing item to the Contracts Office. Failure to submit the missing item will result in the disqualification of the Firm if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the firm's Proposal being considered in the form in which it was originally submitted.



#### **4. PROPOSAL EVALUATION AND CONTRACT AWARD**

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the District. The District expressly reserves the right to reject all proposals and make no award under this RFP.

##### **4.1 Evaluation Procedures**

An Evaluation Panel consisting of LACCD staff and/or outside associates will review, analyze, and evaluate all proposals received. The Evaluation Panel will rate the proposals and conduct reference checks of the top three (3) firms. The panel will conduct interviews of the three (3) most-highly rated proposers. The firms will receive a score based on the Evaluation Criteria for Proposals and Interviews as noted below. The Proposal Score Received and the Interview Score (if conducted) will determine which firm(s) will be selected. Proposers should take note of the Interview Date listed in the Proposed Timeline in the chart at the beginning of this document and be prepared to participate on that date. Only those proposers ranked in the top three will be invited to the interviews.

At the approval of the evaluation panel, a recommendation for award(s) will be made to one or more successful proposers and the proposed contract(s) with the selected firm(s) will be submitted to LACCD's Board of Trustees for approval. The contract(s) will be executed and notice(s) to proceed will be issued after Board approval.

LACCD reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of LACCD to do such. In the event a proposal(s) is rejected, or in the event a proposer's offer is not rejected but does not result in a contract award, LACCD shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

##### **4.2 Evaluation Criteria for Written Proposals and Interviews**

Proposals will be evaluated in accordance with the responses to the criteria outlined in Section 1.3 – Scope of Services as described above. The responses to this RFP will be evaluated by the District against the factors specified below. The relative weights of the criteria—based on a 100-point scale as listed below.



<b>CRITERIA FOR RFP SCORING</b>	<b>Relative Weight</b>
Specialized Experience, Technical Competence and Capacity of the Firm	25
Proposal Presentation and/or Panel Interview (if conducted)	20
Professional Qualifications of Staff and Experience	15
Work Plan	15
Fee Structure	15
Small, Local, Emerging Disabled, Veteran Business Certification (SLEDV)	10
<b>TOTAL</b>	<b>100</b>

The District will conduct interviews of the three (3) highest ranked firms after initial review and scoring of the written proposal. The firm receiving the highest score of their written proposal and interviews will be selected for final recommendation for contract negotiations and award.

LACCD reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of LACCD to do such. In the event a proposal(s) is rejected, or in the event a proposer's offer is not rejected but does not result in a contract award, LACCD shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

After evaluation and scoring are complete the District will either (a) immediately accept the Proposal submitted by the highest-ranked Proposer or (b) conduct negotiations for the purpose of establishing agreed terms relative to pricing, staffing, and scope of services that are fair and reasonable to the District (“Negotiations”).

As part of the Negotiations, the District may, but assumes no obligation to, engage in give and take in regard to the terms of a Proposer’s Proposals, including, without limitation, staffing, personnel, price, hourly rates, or scope of services. The basis of this give and take



will be from the terms of the RFP document and the Standard Form Agreements (Exhibit F). Participation by the vendor in any phase of this RFP does not, in any way, implicitly or explicitly suggest that the District agrees to any or all of the proposer's Exceptions and Deviations as listed in the Proposer's response. After the scores are compiled, the District will review the proposer's response for exceptions and deviations and attempt to make good faith efforts to accommodate requests by the proposer. In no event, shall the District be under any obligation to vary from the terms of the RFP Document as delineated in Section V. F: Exceptions / Deviations.

The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District will formally terminate Negotiations with that Proposer and undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached. In the event the District is unable to reach an agreement with any of the Proposers that had participated in any interviews (if applicable), the District shall then have the option, in the exercise of its sole and absolute discretion, of repeating the interviews in the manner herein provided for all of those Proposers who were not invited.

#### **4.3 Contract Award**

It is the intent of the District to award a contract or contracts as the result of this RFP to the highest ranked proposer(s). This may lead to one vendor being awarded a single contract or multiple vendors awarded at the LACCD's discretion. However, the District reserves the right to apportion the requirements of this RFP among multiple contractors or to apportion all the services described in this RFP to a single vendor if this is determined to be in its best interests. The District reserves the sole right to make this determination. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees.



**EXHIBIT A – NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
 PROPOSER AND SUBMITTED WITH ITS PROPOSAL**

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

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this  
 \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

PROPOSER \_\_\_\_\_  
 (Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
 (Signature)

Name \_\_\_\_\_  
 (Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



EXHIBIT B- CERTIFICATION OF NON-DISCRIMINATION

**CERTIFICATION OF NON-DISCRIMINATION TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH ITS PROPOSAL**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PROPOSER \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**EXHIBIT C – CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY  
AGREEMENT**

The undersigned, a duly authorized officer of \_\_\_\_\_, does hereby represent, warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: \_\_\_\_\_  
*Name of Proposer*

By: \_\_\_\_\_  
*Authorized Officer*



**EXHIBIT D – ACKNOWLEDGEMENT OF ADDENDA**

**ACKNOWLEDGMENT OF ADDENDA**

**The Proposer shall signify receipt of all Addenda, if any, here:**

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

**If necessary, please print and sign additional pages.**

PROPOSER \_\_\_\_\_  
 (Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
 (Signature)

Name \_\_\_\_\_  
 (Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**EXHIBIT E – EXCEPTIONS AND DEVIATIONS**

**EXCEPTIONS AND DEVIATIONS TO SAMPLE FORM AGREEMENT**

The Proposer acknowledges it has seen and reviewed the Sample Form Agreement in Exhibit F and attests to the following:

1. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
  - a. Proposals that mandate the use of vendor standard services contract, rather than utilizing the District’s standard services contract.
  - b. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

Section 7 – Term of Agreement  
 Section 18 – Governing Law  
 Section 19 – Non-Discrimination  
 Section 22 – Board Authorization  
 Section 27 – Requirements for Federally-Funded Contracts

2. In the event that exceptions and deviations to the Sample Form Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

- We have no exceptions or deviations to the Sample Form Agreement
- We have the following or the attached exceptions and/or deviations to the Sample Form Agreement.

PROPOSER \_\_\_\_\_  
*(Type or Print Complete Legal Name of Firm)*

By \_\_\_\_\_  
*(Signature)*

Name \_\_\_\_\_  
*(Type or Print Name of Signer)*

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**EXHIBIT F - SAMPLE FORM AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

**PARTIES:**

LOS ANGELES COMMUNITY COLLEGE DISTRICT ("District")  
770 Wilshire Boulevard  
Los Angeles, California 90017  
("District")

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

("Contractor")

**DATE:**

**TERM OF AGREEMENT:** One year with four one-year (subject to satisfactory annual review) option periods, with an Effective Start date of May 1, 2021 upon approval by the Board of Trustees of the Los Angeles Community College District on April x, 2021.

**RECITALS**

WHEREAS, the District is authorized to contract for the procurement of professional services as authorized by law; and

WHEREAS, the Contractor is specially licensed, trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

**AGREEMENT**

- SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation



paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.

- 2. **KEY PERSONNEL.** In performing the Services, Contractor hereby designates the following as “Key Personnel” under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the District.

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

- 3. **CONTRACT DOCUMENTS.** The complete contract between the Contractor and the District includes the following documents as applicable: the advertisement for Request For Proposals, the RFP conditions, requirements and specifications, the Contractor's proposal and its acceptance by the District, the District’s contract, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein.

- 4. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.

- 5. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-Chancellor of Finance and Resource Development, or designee, at the District Educational Services Center.



6. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
7. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
8. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
9. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
10. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
11. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.



12. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
13. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
14. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

Each party hereto (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless to the other party, and its affiliates, successors, assigns, directors, officers, employees, and agents, from and against any and all losses, claims, liens, liabilities and expenses whatsoever, arising from or relating to the performance of this Agreement but only to the extent of the Indemnifying Party's fault hereunder.



15. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- c) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.
- d) Business auto liability insurance with coverage at least as broad as provided by Insurance Services office form CA 00 01 with limits not less than one million dollars (\$1,000,000) combined single limit, including owned, non-owned, and hired autos;

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

16. **AMENDMENTS.** This agreement is the entire agreement between the parties as to



its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

17. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
18. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
19. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
20. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
21. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
22. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
23. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such



invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

24. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
25. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
26. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor financially interested. (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this agreement.
27. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**
  - A.) If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved. B.) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - C.) No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide



the required certification regarding its exclusion status and that of its principal employees.

- 28. **DISTRICT AUTHORITY.** . The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind the District contractually. Persons acting in positions not specified above or having specific delegated authority the Board of Trustees and those in the capacity as project managers or consultants to the District do not have authority to: (1) obligate or commit the District to any payment of money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be done or materials, equipment or supplies to be delivered.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

-DISTRICT-

LOS ANGELES COMMUNITY COLLEGE DISTRICT By BOARD OF TRUSTEES OF  
THE  
LOS ANGELES COMMUNITY COLLEGE DISTRICT

By

- CONTRACTOR -

\_\_\_\_\_

By



**EXHIBIT G – SLEDV CERTIFICATION**

**CERTIFICATION OF LOCAL, SMALL, AND EMERGING, DISABLED VETERAN BUSINESS**

The undersigned, a duly authorized officer of \_\_\_\_\_, does hereby certify, represent and warrant the following statement(s) below: (Please check all statement boxes that apply.)

- A. Bidder/Proposer is a “Small” business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.
- B. Bidder/Proposer is a “Local” business has its principal place of business in the County of Los Angeles.
- C. Bidder/Proposer is an “Emerging” business that has been in business in its substantially current form for only up to five (5) years.
- D. Bidder/Proposer is a “Disabled Veteran Owned” business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Name of Bidder/Proposer*

By: \_\_\_\_\_  
*Authorized Officer Signature*

\_\_\_\_\_  
*Title*



**APPENDIX A – PROPOSED FEES**

<b>Name of Firm:</b> _____		
<b>Item</b>	<b>Fee / Cost of Administering</b>	<b>Proposed Travel or other reimbursables &amp; rates if applicable Comments</b>
Health Reimbursement Arrangement (HRA)		
Flexible Spending Account (FSA)		
Continuation of Benefits (COBRA) / AB 528		
Direct Billing		

Date: \_\_\_\_\_

\_\_\_\_\_  
*Name of Bidder/Proposer*

By: \_\_\_\_\_

\_\_\_\_\_  
*Authorized Officer Signature*