



# REQUEST FOR PROPOSAL (RFP)

NO. 21-07

## **EMPLOYEE ASSISTANCE PROGRAM**

<b>SCHEDULE</b>	
RFP Posted	<b>July 23, 2021</b>
Questions regarding this RFP due by 2:00 P.M.	<b>August 11, 2021</b>
Questions and answers posted to web	<b>August 17, 2021</b>
Proposals Due to District by 2:00 pm PST	<b>August 24, 2021</b>
Presentation/Interview(s)	<b>September 15, 2021</b>
Tentative Award Date	<b>September 21, 2021</b>
Board Date for Approval	<b>October 6, 2021</b>



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## **1 INTRODUCTION**

### **1.1 Purpose of RFP**

Through this Request for Proposal (RFP), the Los Angeles Community College District (LACCD) is seeking proposals from eligible responders to administer an Employee Assistance Program for its employees, their eligible dependents and/or household members who may be experiencing personal or work place problems. Additionally, retired employees are granted access to the EAP services at no cost to the district.

The purpose of this RFP is to provide information and proposal requirements to responders interested in submitting proposals to provide Employee Assistance Program (EAP) services to LACCD.

### **1.2 About the District**

The 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.

LACCD serves a population of several million residents in southern California within an area of 884 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. 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 westerside 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 comprehensive lower-division general education, occupational 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 occupational preparation, citizenship, and lifelong learning. The Western Association of Schools and Colleges accredits each of the nine colleges.

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).



Facilities include 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 4000 active employees and 3500 retirees. The health plans offered include a variety of PPO and HMO medical plans, one dental PPO plan, one dental HMO plans, and one vision plan.

The District has had an Employee Assistance Program for thirty years, originally contracting with a licensed mental health professional to provide confidential assistance with problems affecting employees' life at work as well as at home, including marital issues, family relationships, interpersonal conflicts, depression and anxiety, alcohol and drug issues, and problems within the workplace.

The Current EAP Program can be reached 24 hours a day, 7 days a week and is intended to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. It generally includes assessment, short term counseling and referral services for employees and their household members.

## **2 GENERAL GOALS AND SCOPE OF SERVICES**

### **2.1 General Goals**

The District is seeking to award a professional services contract to a qualified firm with a minimum of five (5) years of experience in providing Employee Assistance Program Services to a large organization.



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

## 2.2 Scope of Services

The Los Angeles Community College District is seeking a vendor to provide an employer-sponsored, counseling and work-life services for its employees, their eligible dependents and household members who may be experiencing personal or work place problems.

The Employee Assistance Program (EAP) should offer services 24 hours a day, 7 days a week. The Program is intended to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. Services offered generally include assessment, short term counseling and referral services for employees and their household members.

The EAP program should provide support for the following areas:

- Substance abuse
- Emotional distress
- Major life events, including births, accidents and deaths
- Health care concerns
- Financial or legal concerns
- Family/personal relationship issues
- Work relationship issues
- Concerns about aging parents
- Educational planning for dependents

Proposers are expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

The District contemplates an EAP which can include, but not be limited to, the following components and services:

### 2.2.1 General Services

- A. Unlimited telephonic/online virtual meetings providing individual and family assessment and counseling for personal, marital, family, relationship, work-related, alcohol and substance abuse problems that in the judgment of the EAP



Provider meets community standards of practice for such counseling and face-to-face counseling which can be satisfactorily resolved in no more than seven (7) private counseling sessions per separate incident, per fiscal year under the Agreement.

A "session" is defined as either an in person, telephonic or online virtual meeting/consultation with the employee, of approximately one hour in duration, in connection with the employee's problems, to identify and evaluate such problems. A separate incident involves a single underlying issue or condition, regardless of the number of same or different events involving the issue or condition. The EAP Provider shall make the clinical determination as to what constitutes a separate incident.

- B. The EAP Provider should provide the employee with consultation, resources, and action plans, providing materials and information by fax, email or regular mail. The EAP provider may refer the employee to support groups, community services, or the employee's health plan, as needed.
- C. Referrals by EAP Providers to licensed and accredited mental health agencies, practitioners and programs, for any employee whose problem, in the judgment of an EAP Provider, is of a type and level of severity to require a professional diagnostic evaluation and/or consideration of medical intervention on an emergency or non-emergency basis.
- D. Referrals to non-medical agencies, practitioners and programs for an employee whose problem, following an assessment rendered by an EAP Provider, is not of a type or level of severity to meet community standards of practice for further counseling benefits.
- E. Availability of a 24 hour crisis hotline, 7 days/week.
- F. One (1) referral for a half hour consultation with an attorney (either in person or by telephone) for each separate legal matter per calendar year and 25% discounted rate if the employee chooses to use that attorney.



- G. Financial counseling referral per calendar year. Members are eligible for up to 60 minutes initial telephonic consult per issue with unlimited follow-up telephonic consultations. No limit to number of presenting financial issues.

### 2.2.2 Enhanced Services

- A. *Enhanced Childcare Assistance* - This plan covers the telephonic consultation and referrals to childcare resources, including childcare centers and special needs providers. Members can also obtain a list of up to five (5) appropriate providers with confirmed openings within twelve business hours
- B. *Parenting* - Members may receive books, tip sheets, brochures, videos and/or interactive CDs following the consultation on the following topics.
1. Prenatal Preparation (with Baby Kit\*) - Baby kits should be available for expectant parents. The kit is to include a pregnancy planner, prenatal and infant health information, a baby bib and bath toy, and the best-selling books "What to Expect When You're Expecting" and "What to Expect the First Year."
  2. Becoming A Parent
  3. Adoption
  4. Child Development
  5. Child Care / Schools
  6. Care Management
  7. Parenting Skills
  8. Emergency Care Services
  9. Children's Wellness
  10. Children's Illnesses
  11. Loss / Grief Information
  12. Special Needs
  13. Relocation
  14. College / Universities / Vocation Schools
- C. *Senior Care / Active Adult / Mature Transitions / Adult Dependent Care*. This is a telephonic consultation to assess healthcare needs, financial and legal concerns, living arrangements, etc., plus referrals to eldercare providers and residential



facilities. Members can also obtain a list of up to five (5) appropriate providers with confirmed openings within twelve business hours.

- D. *Daily Living Services* - This service provides a telephonic consultation and referrals to consultants and businesses that can help with everyday needs, including pet care, landscaping, auto repair, home maintenance, travel, alternative medicine, nutrition and fitness, household services. Please note that this service only provides general information regarding referrals and does not cover the cost of services purchased.
- E. *Legal Services* - Legal Services should include one thirty-minute office or telephonic legal consultation for each separate legal matter, coordinated through the EAP Provider. After the initial legal consultation, a twenty-five percent (25%) discounted rate will be made available for subsequent hours with a network legal provider. Virtually all types of legal matters are eligible for these services, excluding work-related and employer-related issues. "The Proposer shall specify any subcontracted vendors utilized for legal services and District may have follow-up questions regarding the network of provider(s) and range and availability of offerings).
- F. *Financial Services* - Financial services include a proposed number of telephonic consultations of a specific duration, such as 2 consultations of 30 minutes each, per year, per member, encompassing matters such as credit counseling, debt management, real estate management and planning, budgeting assistance, tax planning, retirement planning, and planning for postsecondary education costs. The Proposer shall specify any subcontracted vendors utilized for financial services and District may have follow-up questions regarding the network of provider(s) and range and availability of offerings.
- G. *Identity Theft Recovery Services* -This service includes a telephonic consultation with a fraud resolution specialist who will help the Member to determine if the Member was a victim of identity theft and recommend options on how to place fraud alerts, freeze credit, file police reports, and conduct other activities necessary to resolve fraud. General information on identity theft prevention is also available. One Session is defined as a telephone session of up to thirty (30) minutes.
- H. *Immediate Crisis Support* - Immediate Crisis Support should be available throughout the site; this function provides Client's employees and eligible



dependents with a telephone number should they need urgent intervention from a licensed clinician.

### 2.2.3 Wellness Services

Critical Incident Stress Management/Critical Incident Response (CIR) – Immediate support in response to traumatic workplace events, including natural disasters/events, workplace violence, robbery, unexpected death, etc. EAP Provider shall propose an annual number of virtual and /or in-person incident responses, with a desired 20 hours available per incident (maximum), travel included, if applicable

### 2.2.4 Desired Training Services

- A. *EAP Specialized Trainings* - EAP Provider shall propose an annual number of hours(1) included in the composite per employee per month (PEPM) dedicated specifically to develop and/or present of specialized training (i.e., work-life, financial, professional development, etc.) as may be requested by the District. EAP Provider shall also propose a fee-for-service cost for additional hours beyond the proposed annual number of hours to be included in the contract.

Training requests will be submitted not less than 10 business days prior to a scheduled workshop. EAP Provider shall ensure that the trainers it provides possess the requisite background and expertise to deliver high-quality training as to content and communication inclusive of customizable presentation materials, interactive activities to enhance engagement and learning by participants.

Desired Training Services include:

1. In-person (as needed) telephonic and web orientation seminars for employees.
2. In-person and as needed training seminars for managers and supervisors.
3. Management Consults/Job Performance Referrals and related follow-ups.
4. Health fairs and benefit orientations for employees.
5. Availability of promotional items such as interactive electronic newsletters, marketing items and materials for orientations, workshops, and health fairs.



### 2.2.5 Reporting, Stewardship, Compensation and Performance Guarantees

- A. *Reporting* - The EAP Provider shall provide no less than four (4) employee utilization reports to the District in addition to an annual executive summary. In addition, the Provider shall provide copies of customer satisfaction surveys received from District employees, retirees, and family members upon having received counseling services or trainings. The Proposer shall provide samples of utilization reports, (preferably for a community college client), an annual executive summary, and customer satisfaction survey.
- B. *Stewardship* - The EAP Provider's Account Manager assigned to the contract shall meet with the District's staff no less frequently than annually to review utilization, plan marketing efforts, and identify and resolve issues that arise during contract implementation.
- C. *Compensation* - The District shall conduct semi-annual evaluations of the EAP services in consultation with the EAP Provider. These evaluations shall include program deliverables, EAP program utilization by category, evidence of effort to market and implement the program, and utilization of work/life services. The EAP Provider shall design, administer, and submit satisfaction surveys of employees who access EAP and work/life services and include the results in a quarterly or semi-annual report.
- D. *Performance Guarantees* - Performance guarantees are evaluated and reported on an annual basis for compliance. The annual report is produced within 90 days after the close of the plan year and includes a quarterly snapshot, a monthly reconciliation for operational based standards and preliminary penalty calculations, if applicable. Any disputes of reported results from the health plan must be mutually agreed upon prior to the determination of a penalty payout.

### 2.2.6 Limitations and Exclusions

- A. The benefits provided to employees by the EAP Provider are limited in nature as described above. If an employee requires medical care or a full range of mental health care, the employee will be assisted in consulting the employee's group health plan summary of benefits, available through the District.



- B. In the event of any major disaster or epidemic, the EAP Provider shall provide benefits to employees to the extent practical, according to its best judgment, and within the limitations of such facilities and personnel as are then available. EAP Provider shall have no liability to employees for delays in providing or failure to provide benefits under such conditions.
- C. Court-ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation or custody or visitation evaluations is entirely excluded from benefits.

### 2.3 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of three (3) years. The contract may be renewed for up to two (2) additional one (1) year terms for a maximum of five (5) years, upon mutual consent of the parties or unless terminated earlier in accordance with the provisions specified in District's Standard Agreement.

## **3 PROPOSAL EVALUATION AND CRITERIA**

### **3.1 Evaluation Process**

A Screening and Evaluation Panel consisting of LACCD staff and/or outside associates will review, analyze, and evaluate all proposals received. Reference checks of the top three (3) firms will be conducted by the Evaluation Panel. After which, the Panel will conduct interviews of the top three most-highly rated proposers on September 15, 2021. Please see evaluation criteria listed in section 3.2.

The interview format is as follows: the interview will last 45 minute meetings, to be conducted on Zoom, with proposers and the LACCD evaluation panel members visible on camera. Proposers will be limited to a maximum of four (4) participants, and no presentations or materials other than the submitted RFP may be shared during the presentation (e.g., no recorded video presentation or additional proposals/materials may be shared). One hour before the presentation, proposers will be provided with the Zoom link, and with the list of identical scripted questions that will be provided to all three (3) proposers. After proposers have answered the scripted questions, the remaining time may be utilized to provide any additional information, answer any follow-up questions and/or ask questions of the evaluation panel members.



At the approval of the Selection Committee, a recommendation for award(s) will be made to a qualified firm and the proposed contract with the selected firm will be submitted to LACCD's Board of Trustees for approval. The contract will be executed and notice 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.

**3.2 Evaluation Criteria for Written Proposals**

Proposals will be evaluated in accordance with your response to the criteria outlined in Section 2, Scope of Services. Specifically, scores will be granted based upon the written proposals and experience of the firm, the Fee Structure, the Proposed Staffing and Project Organization, and References. Ten points will also be provided based on upon the vendor’s self-certification of being a Small, Local Emerging, Disabled Veteran Business Certification (SLEDV)

By use of numerical scoring techniques, proposals will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale, as listed below.

<b>CRITERIA FOR WRITTEN PROPOSAL SCORING</b>	<b>Relative Weight</b>
Proposals and experience of proposer	20
Fee Structure	20
Proposed Staffing and Project Organization	20
References	10
Work Plan Organization	20



<b>CRITERIA FOR WRITTEN PROPOSAL SCORING</b>	<b>Relative Weight</b>
Small, Local, Emerging Disabled, Veteran Business Certification (SLEDV)	10
<b>TOTAL</b>	<b>100 Pts.</b>

### 3.3 Evaluation Criteria for Interviews / Presentations

3.3.1 When interviews are conducted, proposer will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale, as listed below.

<b>Primary Evaluative Factors (Interviews/Presentations):</b>	<b>Maximum Points</b>
Responses to scripted questions and discussion of submitted RFP	30
Responses to any follow-up questions in addition to scripted questions	10
Overall communication/interpersonal skills of proposers and/or account team	20
Overall demonstrated knowledge of EAP industry and Proposed Services	20
Overall Impression; ability and desire to work with a public sector education client	20
<b>Maximum Points (Interview/Presentation Evaluations)</b>	<b>100 Pts.</b>

### 3.4 Contract Award

It is the intent of the District to award a contract 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.



In the event there is a tie-score among one or more proposals, the District will conduct a second interview, which proposals will answer a pre-selected interview question that has been sealed and kept with the Procurement Staff. The Selection Committee will rank the responses and the highest-ranked Proposal would break the tie. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees.

**Award, if made, is expected by September 21, 2021**

#### **4 GENERAL INFORMATION AND GUIDELINES**

##### 4.1 District Contact Person

**Andrea Daniel, Procurement Specialist**  
**Los Angeles Community College District**  
**Procurement Unit 6<sup>th</sup> Floor**  
**770 Wilshire Boulevard**  
**Los Angeles, California 90017 3719**  
**TEL: 213.891.2301**  
**email: [danielar2@laccd.edu](mailto:danielar2@laccd.edu)**

##### 4.2 Internet Access To This RFP

All materials related to the RFP will be available on the internet [here](#):

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

A Proposer who chooses to download a RFP solicitation will be responsible for checking the aforementioned web site for clarifications and/or addenda.

Failure to obtain clarifications and/or addenda from the website shall not relieve Proposer from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. **Please Note:** there may be multiple clarifications and/or addenda. Any harm to the Proposer resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Proposers are responsible for obtaining all RFP materials.



#### 4.3 Unauthorized Communications

Proposers shall not, prior to Award, contact or communicate, either verbally or in writing, with any of the following persons (other than the person named above) for the purpose of discussing the requirements of the RFP Documents or the RFP process: (1) any trustee, officer, employee, or representative of the District; or (2) any consultant, or employee of a consultant, providing the District with assistance, advice, or professional services relating to the matters covered by the RFP Documents or who is involved in any aspect of the RFP evaluation or scoring processes. Unauthorized communication by a Proposer in violation of the foregoing may result in disqualification.

#### 4.4 Interested Parties

Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more than one Proposal. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

#### 4.5 Proposer Clarifications

Without limitation to the District's rights relating to the conduct and content of Negotiations, the District reserves the right, but assumes no obligation to, at any point in the RFP process to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal ("Proposer Clarifications"). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some Proposers and not other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be different for each Proposer.

#### 4.6 False Information

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.



#### 4.7 District Confirmation

The District reserves the right, but assumes no obligation, to confirm through any means available to the District the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer or a Subcontractor during face-to-face communications with the District or its representatives or consultants administering the RFP process.

#### 4.8 No Joint Offers Accepted

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, "DISTRICT" intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime-subcontractor basis, rather than as a joint venture or informal team. The firm acting as the "prime", if it receives the Award, will enter into the Agreement with the District.

#### 4.9 District Determinations

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

#### 4.10 RFP Addenda

If it becomes necessary for "DISTRICT" 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 the following website address:

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

It shall be the responsibility of the Proposer to check the website or to appropriately inquire with "DISTRICT" for any addenda issued. All addenda issued by DISTRICT shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all



addenda and clarifications in its response. Specifically, Proposer's acknowledgement of the addenda must be declared in the proposal in Exhibit D.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer's failure to identify and list in its proposal all addenda received and included in its proposal may be asserted by the "DISTRICT" as a basis for determining a proposal as non-responsive.

#### 4.11 Interpretation of Documents

If any person contemplating submitting a proposal for the services proposed herein is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation of correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents to any Proposer, and no Proposer is authorized to rely on any such unauthorized oral interpretation.

#### 4.12 Withdrawal/Proposal Irrevocable for 120 Days

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for one hundred and twenty (120) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

#### 4.13 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 LACCD. All proposals submitted will become the property of the LACCD. The Proposer 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 Proposer claiming



such an exemption must also state in the proposal that "the vendor agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, 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 California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

#### 4.14 Pre-Contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the Proposer to:

(1) Prepare its proposal in response to this RFP; (2) Submit that proposal to "DISTRICT"; (3) Negotiate with "DISTRICT" on any matters related to this RFP, including a possible contract; and (4) Engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. "DISTRICT" shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.

#### 4.15 Ownership

All reports, documents, proposals and undertakings, as well as suggested recommendations by the vendor in connection with services to be performed pursuant to this request or any contract resulting here from, become the property of LACCD upon receipt and/or termination of any subsequent contract.

#### 4.16 Subcontractors

Proposers are permitted to provide for a portion of the Basic Services to be performed by one or more consultants or contractors retained by the Proposer (collectively, "subcontractor") provided that each subcontractor proposed to be used is identified in the Proposal by name, contact person, telephone number, fax number, e-mail address, and a description of the portion of Basic Services to be performed by the subcontractor.



#### 4.17 Immaterial Defect in Proposal

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

#### 4.18 Oral Communications

Any oral communication by the District Contact Person or his/her designee regarding this RFP is not binding and shall in no way modify the RFP or the obligations of the District, Proposer and/or Contractor.

#### 4.19 RFP As Part of Final Contract

At the District's discretion, the content of this RFP may be incorporated into the final contract.

#### 4.20 Proposed Contract

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for professional services presented in Exhibit F of this RFP is the contract proposed for execution. 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. **Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.** Proposers may include special terms and conditions for these services as appropriate; however, they must comply with Article IV, Section T below for consideration. It is the District's sole right and privilege to disregard any suggested language provided by proposers included in their response. By responding to this RFP, proposers warrant that they have taken any and all costs and/or risk and liability associated with the Standard Form Agreement into account in their price proposals.

#### 4.21 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 Professional Services Agreement, must be declared in writing in Exhibit E within the proposal; and 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 Professional Services Agreement."** The District will make a good faith effort to consider contractual issues identified by vendors and "DISTRICT" 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 vendor'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 5 - Term of Agreement**

**Section 16 - Governing Law**

**Section 17 - Non-Discrimination**

**Section 21 - Board Authorization**

**Section 25 - Requirements for Federally-Funded Contracts**

**Section 28 - Accessibility Requirements**

**Section 29 - Family Educational Rights Privacy Act (FERPA)**

The Proposer's attention is directed to the Professional Services Agreement, which specify the indemnity clause and the minimum insurance requirements that must be met by the successful Proposer. The Proposer's inability or unwillingness to meet these requirements as a condition of award of an Agreement must be stated as an exception in the proposal.

***Exceptions or deviations which are in conflict with the District's terms and conditions may render the proposal non-responsive. In the event that exceptions and deviations to the Professional Services 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.***

4.22 No Commitment to Award



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

#### 4.23 No Agreement Until Signed

No agreement with the District is effective until both parties have signed a contract and the District's Board of Trustees has authorized the contract.

#### 4.24 News Releases

News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the District.

#### 4.25 Use of District Employees' Names

The successful Proposer must agree not to use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.

#### 4.26 Adjustments to Contract

All adjustments shall be proposed in writing by the District for approval prior to becoming effective. All required contract amendment(s) shall be issued by the District.

#### 4.27 Contractor Evaluation

Contractors (and its subcontractors, if applicable) will be evaluated periodically regarding their performance.

#### 4.28 Termination or Cancellation

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the Contractor.



#### 4.29 Protests

Any Proposer that has provided a proposal to the District may protest the solicitation or award of a contract for violations of "DISTRICT'S" procurement policies or of laws and regulations governing "DISTRICT'S" procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals.

In order to be considered, all protests must be in writing and filed with and received by "DISTRICT", 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 "DISTRICT" after this date will be returned to the sender.

Valencia Moffett, 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.

#### 4.30 Other District Rights

The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

## **5 INSTRUCTIONS AND GENERAL CONDITIONS**

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by "DISTRICT" as well as the conditions in providing such services.



PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.

5.1 RFP Schedule

RFP Posted	July 23, 2021
Questions regarding this RFP by 2:00 pm	August 11, 2021
Questions and answers posted to web	August 17, 2021
Proposal Responses Due to District by 2:00 pm PST	August 24, 2021
Interview(s)	September 15, 2021
Tentative Award Date	September 21, 2021
Board Date for Approval	October 6, 2021

*The District reserves the right, at any time to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.*

5.2 Questions From Proposers Regarding this RFP

Questions are to be submitted in writing by email to Andrea Daniel, at email address: [danielar2@laccd.edu](mailto:danielar2@laccd.edu) no later than 2:00 P.M. PST, on August 11, 2021 with subject, "Questions for RFP No. 21-07 – Employee Assistance Program". 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 Districts [website](#):

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

5.3 Proposal Submission

The proposer shall submit to the District one (1) printed original and six (6) copies of its proposal, together with one (1) copy on a USB drive containing an electronic version of the proposal in Microsoft Word format, addressing each of the



items in this RFP and must be received by the District no later than 2:00 p.m. on August 24, 2021. Proposals are to be enclosed in a sealed package displaying the proposer's name and the words: "PROPOSAL RESPONDING TO RFP 21-07: EMPLOYEE ASSISTANCE PROGRAM"

***Mail or deliver proposals to:***

Los Angeles Community College District  
Procurement Unit 6<sup>th</sup> Floor  
**Attn: Andrea Daniel**  
770 Wilshire Boulevard  
Los Angeles, California 90017-3719  
TEL: 213.891.2301  
email: danielar2@laccd.edu

*Submittals not conforming to the specifications of this RFP may be deemed non-responsive or result in points being deducted during evaluation.*

*Proposals must be received by 2:00 p.m., PST on , **August 24, 2021**. Any proposals received after the time and date above may, at the District's sole discretion of the District, be returned unopened or set aside without consideration.*

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking.

**District does not provide parking accommodations to proposers submitting proposals.**

The District shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

**Proposals submitted via fax, telephone or email will not be accepted.**

All proposals must be firm offers subject to acceptance by "DISTRICT" and may not be withdrawn for a period of 120 calendar days following the Proposal Submission



Deadline. Proposals may not be amended once submitted to "DISTRICT", except as permitted by "DISTRICT."

#### 5.4 Interviews/Presentations

The District will conduct interviews of the three highest ranked vendors. Representatives must be available for interviews and/or presentations at the District's facilities or via Zoom on **Wednesday, September 15, 2021**

## 6 PROPOSAL FORMAT AND CONTENT

### 6.1 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.

### 6.2 Proposal 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.

### 6.3 Transmittal Letter/Introduction

The letter of transmittal shall include the first 6 bullet points and be addressed to, the District Contact, 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 and 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 one hundred and twenty (120) 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.

#### 6.4 Table of Contents

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

#### 6.5 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 and 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.

- Provide information regarding any noteworthy Proposals that resulted in the award for a contract for providing the required services. Specifically highlight those awarded contracts that distinguished you from your competitors, and provide the names of three successful recent accounts in the past three years in the areas of providing Employee Assistance Programs.

## 6.6 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.

## 6.7 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, any data or resources needed, work space, equipment and any other information. The firm should demonstrate its knowledge and experience with providing Employee Assistance Program services to include any services to public agencies such as institutes of higher learning.

## 6.8 References

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

- List of business clients—especially public entities or institutes of higher learning 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.

#### 6.9 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 the per employee 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 1 to identify proposed fees, hourly / per employee rates and any expected reimbursables associated with this proposal.

#### 6.10 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**

#### 6.11 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.



6.12 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. *PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.***

6.13 Mandatory documents proposer must submit within the sealed response

- (a) Completed and signed Non-collusion 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)

6.14 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 Procurement 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.



#### 6.15 Authorized Signatures

Exhibits A through G must all be signed by the Proposer's authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District is unable to accept any proposal submitted without these statements completed and signed by the Proposer's authorized signatory.

#### 6.16 Meeting RFP Specifications

The services offered by the Proposer must meet the specifications as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications as described in this RFP.

#### 6.17 Proposed Information to be Accurate, Complete and Valid

The Proposer must provide information including, but not limited to, fees for all offered services based on the scope of services.

Failure to do so may invalidate the proposal. The price must be accurate, complete and must be valid for the term of the agreement. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for error or fee increases that the Proposer later alleges are retroactively applicable.

#### 6.18 Requirements

The Proposer shall be responsible for becoming familiar with the scope of services required by the District as set forth on pages of this RFP, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any Proposer to acquaint himself or herself with the service requirements of the District shall in no way relieve any Proposer from any obligation with respect to this proposal or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.



## **7 SCHEDULE OF EXHIBITS and APPENDICES**

EXHIBIT A:	NON-COLLUSION AFFIDAVIT
EXHIBIT B:	CERTIFICATE OF NON-DISCRIMINATION
EXHIBIT C:	CONFIDENTIALITY AGREEMENT
EXHIBIT D:	ACKNOWLEDGEMENT OF ALL ADDENDA ISSUED
EXHIBIT E:	EXCEPTIONS AND DEVIATIONS TO THE SAMPLE FORM AGREEMENT
EXHIBIT F:	SAMPLE FORM AGREEMENT
EXHIBIT G:	SMALL LOCAL EMERGING DISABLED VETERANS (SLEDV)
APPENDIX 1:	FEE STRUCTURE



EXHIBIT A

NON-COLLUSION AFFIDAVIT

(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 \_\_\_\_\_, 2021.

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 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 \_\_\_\_\_, 2021.

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

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



EXHIBIT C

**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

**ACKNOWLEDGMENT OF ADDENDA**

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

<b>ADDENDUM NO.</b>	<b>DATE RECEIVED</b>	<b>SIGNATURE</b>

**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 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 5 - Term of Agreement
- Section 16 - Governing Law
- Section 17 - Non-Discrimination Section
- Section 21 - Board Authorization
- Section 25 - Requirements for Federally-Funded Contracts Section
- Section 28 - Accessibility Requirements
- Section 29 - Family Educational Rights Privacy Act (FERPA)

2. In the event that exceptions and deviations to the Professional Services 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 Professional Services Agreement
- We have the following or the attached exceptions and/or deviations to the Professional Services Agreement.

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

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



**EXHIBIT F**  
**Sample Form Agreement**

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
("District")

By

,

Attn: \_\_\_\_\_  
[Contact name and phone number]  
("College")

,

("Contractor")

DATE:

TERM OF AGREEMENT:

From:

To:

**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:



**EXHIBIT F**  
**Sample Form Agreement**

**AGREEMENT**

1. **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. **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.
3. **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-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **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.



**EXHIBIT F**  
**Sample Form Agreement**

7. **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.
8. **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.
9. **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.
10. **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.
11. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.



**EXHIBIT F**  
**Sample Form Agreement**

**12. 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 attorney's 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.

**13. 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:

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



## **EXHIBIT F**

### **Sample Form Agreement**

less than two million dollars (\$2,000,000) per occurrence; (\$4,000,000) aggregate. 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.

Professional liability insurance in an amount not less than two million dollars (\$2,000,000) per incident.

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.

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.

14. **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.
15. **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.
16. **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.
17. **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,



**EXHIBIT F**  
**Sample Form Agreement**

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.

18. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
19. **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.
20. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
21. **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.
22. **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.
23. **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.



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**24. 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.

**25. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**

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.

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."

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 Non-procurement 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.

**26. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.**

Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.



**EXHIBIT F**  
**Sample Form Agreement**

27. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.

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

**CONTRACTOR**



**EXHIBIT F**  
**Sample Form Agreement**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT**

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT F**  
**Sample Form Agreement**

**EXHIBIT A**

**SCHEDULE OF SERVICES AND SPECIFICATIONS**

CONTRACTOR'S SERVICES:

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SPECIFICATIONS:

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**EXHIBIT F**  
**Sample Form Agreement**

**EXHIBIT B**

SCHEDULE OF PAYMENT

TOTAL FEE:  
(broken down as follows):

\$

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

COSTS (IF ANY)  
NOT INCLUDED IN FEES: \$ \_\_\_\_\_



**EXHIBIT G**  
**Small, Local, Emerging, Disabled Veterans**

*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 1 – Fee Structure /Cost Proposal**

<b>Description of Services</b>	<b>Cost Per Employee Per Month (PEPM)</b>	<b>Proposed Additional Hourly Fee , Fee for Service, or Other Expense</b>
EAP Services		
EAP Specialized Trainings (3.2.5-A)		
Additional Hourly Fees, if any, For Enhanced Services (3.2.2)		