
**LOS ANGELES COMMUNITY COLLEGE
DISTRICT Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017**

**RFQ Number: REQUEST FOR PROPOSAL (RFP) NO. 21-04 STUDENT FINANCIAL COLLECTION
MANAGEMENT SERVICES**

Addendum Number: 4

Date: August 10, 2021

NOTICE TO PROPOSERS: THIS ADDENDUM SHALL BECOME PART OF THE RFP, AND PROPOSERS 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/PROPOSER FROM ANY OBLIGATION UNDER ITS BID/PROPOSAL AS SUBMITTED. THE BIDDER/PROPOSER 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.

NOTICE OF REQUEST FOR PROPOSALS (RFP) NO. 21-04 INSURANCE REQUIREMENT CHANGES

- ① **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 **two million dollars (\$2,000,000) per occurrence; four million dollars (\$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.
- b. 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**.
- c. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor

shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

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.

NOTE: 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.

Please be reminded: 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.