



LOS ANGELES COMMUNITY COLLEGES

770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017-3856 • 213/891-2000

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ADMINISTRATIVE OFFICES • Dr. Tyree Wieder, Interim Chancellor

REQUEST FOR PROPOSALS (RFP) NO. 10-14

**ADMINISTRATION OF
FLEXIBLE SPENDING ACCOUNT (FSA) AND
HEALTH REIMBURSEMENT ARRANGEMENT (HRA)
SERVICES FOR THE
LOS ANGELES COMMUNITY COLLEGE DISTRICT**

**BUSINESS SERVICES DIVISION
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
(213) 891-2301**

RFP Schedule

RFP Issued and Posted to LACCD Website	Monday, June 14, 2010
Pre-Proposal Conference:	9 am Thursday, June 17, 2010
Written Questions:	4 pm Tuesday, June 22, 2010
Receipt and Opening of Proposals	2 pm Tuesday, June 29, 2010
Anticipated Award of Contract::	Thursday, July 15, 2010

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Proposers are cautioned to complete all items on the two bid pages, to sign the bid pages, and to submit these pages with their proposal. Failure to do so may invalidate the proposal.

REQUEST FOR PROPOSALS FOR ADMINISTRATION OF FSA AND HRA SERVICES

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified service professionals to provide administration of Flexible Spending Account (FSA) and Health Reimbursement Arrangement (HRA) services for employees of the Los Angeles Community College District. ***Proposers shall provide a proposal for BOTH HRA and FSA services.***

Any firm or group that has assisted the LACCD in the creation of specifications for either an HRA or an FSA program for the employees of the LACCD will NOT be permitted to submit a proposal for this RFP.

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.

It is the District's intent for its employees to use the District's Health Reimbursement Arrangement (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 set-up and use a Flexible Spending Account (FSA) for such purposes. An employee will not be permitted to set up and fund 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.

B. BACKGROUND

LACCD is the largest community college district in the state, with nine colleges and more than 120,000 students. The District has an annual budget of about \$1.1 billion and a work force of nearly 6,000, including part-time employees. LACCD currently provides health benefits to approximately 3,900 of its employees and 3,100 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.

On December 3, 2003, the District's Board of Trustees authorized an agreement for third-party administration of the District's voluntary FSA plan, as defined under Internal Revenue Code Section 125; based on a review of proposals submitted by three FSA administration firms, and the recommendation of the District's Joint Labor-Management Benefits Committee (JLMBC)

Effective January 1, 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 to each of its benefitted, active employees and pre-Medicare retirees an HRA account with a contribution of one thousand five hundred dollars (\$1,500) each year for three years.

The District’s benefit year is on a calendar year basis. Open Enrollment is expected on September of each year for benefits beginning on the following January 1.

II. SCHEDULE AND SUBMITTAL

A. RFP SCHEDULE

RFP Issued and Posted to LACCD Website	Monday, June 14 2010
Pre-Proposal Conference:	9 am Thursday, June 17, 2010
Written Questions:	4 pm Tuesday, June 22, 2010
Receipt and Opening of Proposals	2 pm Tuesday, June 29, 2010
Anticipated Award of Contract::	Thursday, July 15, 2010

B. PRE-PROPOSAL CONFERENCE

A ***non-mandatory*** pre-proposal conference will be held at 9 a.m. on Thursday, June 17, 2010, and is planned to last for no more than two hours. It will be held on the 6th floor at the District’s downtown administrative offices at 770 Wilshire Boulevard, Los Angeles 90017, on the southeast corner of Wilshire Boulevard and Flower Street.

While participation in the pre-proposal conference is not a prerequisite for submitting a proposal, all prospective Proposers are encouraged to take part. Minutes or other record of the conference will not be disseminated, except where material changes to this RFP may be made by the District, or answers to questions may be deferred and later communicated as part of an addendum to this RFP.

C. WRITTEN QUESTIONS

Proposers are asked to defer all questions regarding this RFP for the pre-proposal conference. Where questions are known in advance, Proposers are encouraged to submit these in writing at least two (2) days prior to the conference. Written questions before the conference are to be submitted in accordance with the instructions given below for post-conference questions.

After the pre-proposal conference, questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing and received by the District no later than 4:00 p.m. on Tuesday, June 22, 2010. Written questions are to be: (1) mailed to Curtis Paltza, Contracts Analyst, at the address shown below for proposal submittal, or (2) e-mailed to paltzac@email.laccd.edu or (3) faxed to (213) 891-2490, to the attention of Curtis Paltza.

The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by 2:00 p.m. on Tuesday, June 29, 2010. Any proposal received after this date and time, may, at the sole discretion of the District, be returned or set aside without consideration. It is the practice of the District not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time.

Delivery of a proposal by the specified deadline is the sole responsibility of the Proposer. LACCD 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.

The District intends that all proposals, regardless of method of submittal, remain unopened until after the deadline has passed for receipt of proposals. However, the District shall not be liable for damages alleged to arise from, nor accept as the basis for protest of a contract award, the circumstance where the District inadvertently opens a proposal prior to the deadline.

2. Method of Submittal: Physical Delivery

The proposal shall be submitted in hard-copy paper form in a sealed envelope marked "Proposal — RFP No. 10-14" and delivered to the Los Angeles Community College District, Business Services Division, 6th Floor, 770 Wilshire Boulevard, Los Angeles, California 90017-3719, Attention: Curtis Paltza, Contracts Analyst. Proposals may be mailed, sent by private carrier or delivered in person during normal business hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday. Faxed copies will not be accepted. The Proposer shall include one original and four (4) copies.

III. GENERAL INSTRUCTIONS

A. DISTRICT CONTACT PERSON

Curtis Paltza
Contracts Analyst

Los Angeles Community College District
Business Services Division, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719

TEL (213) 891-2301
Email paltzac@email.laccd.edu

B. ORAL COMMUNICATIONS

Any oral communications by the District's Contact Person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the District, the Proposer or Contractor.

C. CHANGES TO RFP

If it is necessary to make material changes to the RFP, the District will mail, fax or e-mail written RFP addenda to all recipients of record of the original RFP and/or post such addenda on the District's website. Recipients of record are those parties that obtained a copy of the RFP directly from the District or downloaded it from the District's website. It shall be the responsibility of the Proposer to inquire of the District as to any addenda issued. This may be done by emailing the Business Services Division at paltzac@email.laccd.edu prior to the proposal submittal deadline of 2:00 p.m., Tuesday, June 29, 2010. All addenda issued shall become part of the RFP. Answers to questions that cannot be answered by LACCD at the pre-proposal conference will also be communicated in writing as part of an addendum. In addition, responses to written questions received by the specified deadline after the pre-proposal conference will be incorporated in an RFP addendum.

D. JOINT OFFERS / SUBCONTRACTORS

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, LACCD intends to contract with an individual firm and not with multiple firms doing business as a joint venture. If a subcontractor is to be used, that fact must be disclosed in the proposal, together with the name of each subcontractor and its duties in relation to the scope of work.

E. EXCEPTIONS / DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Standard Agreement, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below in Section IV.

F. AUTHORIZATION TO DO BUSINESS

The Proposer must be authorized to do business in the State of California and, if applicable, in the local jurisdiction in which it is located or where the work will be performed. 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 and should furnish with its proposal the corporate number issued by the Secretary of State.

G. PRE-CONTRACTUAL EXPENSES

The District shall not be liable for pre-contractual expenses incurred by the Proposer in the preparation of its proposal and Proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its offer to the District; (2) negotiate with the District on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit the District to award a contract. The District reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer simultaneously, or to cancel all or part of this RFP.

H. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 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 ninety (90) 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.

I. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the District and become public records after the award of contract, except for information identified by the Proposer as being proprietary (subject to the limitations in Section IV) and which is eligible for nondisclosure under the California Public Records Act.

J. IMMATERIAL DEFECTS 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.

K. STANDARD AGREEMENT

The Proposer 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 B 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.

L. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which the District desires to be on or about Thursday, July 15, 2010, and continue until the completion of work unless terminated earlier in accordance with the provisions specified in the District's Standard Agreement. No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District, or designee, and has been signed by both parties. Services under the contract are anticipated to begin no later than Thursday, July 15, 2010, or as soon thereafter as practicable.

M. NEWS RELEASES

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

N. USE OF DISTRICT EMPLOYEES' NAMES

The successful Proposer must agree not to use the names or addresses of District employees for any purpose not directly related to this RFP.

O. CONTRACTOR EVALUATION

At the conclusion of the contract, the District may evaluate the contractor's performance. The results of this evaluation may be considered by the District in evaluating future proposals from the contractor and may be shared with other parties considering engaging the contractor.

IV. PROPOSAL FORMAT AND CONTENT

A. GENERAL

Proposals are to be submitted in 8 1/2" x 11" size, typed and, if submitted in paper form, bound with a simple method of fastening. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. Proposers should use the following outline in organizing the contents of their proposals.

B. COVER LETTER

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgement of RFP addenda received, if any;
- A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals;
- 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 or US Freedom of Information Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District); and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

C. TABLE OF CONTENTS

Immediately following the introduction and cover letter, insert a complete table of contents for material included in the proposal, including page numbers.

D. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. Overview: This section should establish the ability of the Proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; 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 subcontractors included in the offer.

2. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contact by any federal, state or local public agency.

3. Describe your firm's most noteworthy qualifications for providing the required services to the District. Specifically highlight those qualifications that you feel would distinguish you from your competitors.

4. List all clients for which your firm has provided services similar to the work specified in this RFP.

5. Identify at least three (3) community college district or other school or college district clients which the LACCD may contact as references. Describe the work performed and include the name, job title, address and telephone number of a contact person for each reference.

E. STAFFING AND PROJECT ORGANIZATION

1. Overview: This section should discuss the staff of the proposing firm who would be assigned to work on this engagement and their reporting relationships.

2. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, professional certifications, job functions and office location(s). Designate an Implementation Manager or Implementation Team who would be ultimately responsible for the implementation and set-up of the accounts and initial enrollment, and an Account Manager who would provide ongoing, day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

3. If more than two people will be assigned to the District's project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

F. WORK PLAN / TECHNICAL APPROACH

1. Overview: This section should establish the Proposer's understanding of the District's objectives and requirements, demonstrate the Proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work, as outlined in Exhibit A, Scope of Work.

2. Describe succinctly how your firm would accomplish the work and satisfy the District's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.

3. Describe the work products and other deliverables you would provide the District at the conclusion of the engagement. State the purposes for which the work products could be used and any limitations your firm would impose on their usage.

4. Describe what information, documents, staff assistance, facilities or other resources you would require from the District to complete your work; declare any other critical assumptions upon which your work plan is based.

G. COMMUNICATIONS

1. Provide documentation and examples of open enrollment communications directed to employees.

2. Furnish examples of newsletters directed to employees.

3. Include examples of periodic (e.g., monthly, quarterly) reporting of fund expenditures to employees.

4. Provide examples of reports to employers regarding fund expenditures.

5. Furnish examples of year-end reminders to employees regarding outstanding account balances.

6. Include an outline of the training given to the Proposer's customer service staff or representatives.

H. FEES

1. Overview: This section should disclose all charges to be assessed the District for the Scope of Work and declare the Proposer's preferences for payment method and timing.

2. State your preference for how payments should be made.

I. EXCEPTIONS / DEVIATIONS

State any exceptions to or deviations from the requirements of this RFP, including the Standard Agreement presented in Exhibit B. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

J. APPENDICES

1. Furnish as appendices those supporting documents (e.g., staff resumes, organization charts and summaries) requested in the preceding instructions.

2. Provide a sample of utilization reports, (preferably for a community college client) detailing the report parameters and frequency for which reporting would be performed and submitted to the District. In addition, provide samples of an annual executive summary and customer satisfaction survey.

3. 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 does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

V. PROPOSAL EVALUATION AND CONTRACT AWARD

A. GENERAL

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.

B. EVALUATION PROCEDURES

1. Process

District staff, perhaps assisted by outside consultants, will review, analyze and evaluate all proposals and score them in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one or more Proposers. The evaluators will then select a Proposer for award. Any selection and contract award is subject to review by the District's Chancellor and ratification by the District's Board of Trustees.

2. Request for Additional Information

During the evaluation the District may require supplemental information in order to fairly evaluate a Proposer's offer. For this purpose, the District may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and be permitted a reasonable period of time to submit the information.

C. EVALUATION CRITERIA

By use of numerical and narrative scoring techniques, proposals will be evaluated by the District against the factors specified below. The relative weights of the criteria—based on a 100-point scale—are shown in parentheses. Within each evaluation criterion listed, the sub-criteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

- Qualifications, experience, references (20 points);
- Staffing, Project Organization (18 points)
- Work Plan/Technical Approach (18 points);
- Communications (20 points)
- Fees (20 points);
- Miscellaneous, including exceptions/deviations (4 points)

The District 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 interest of the District to do so. In the event a proposal(s) is rejected or otherwise does not result in a contract award, the District shall not be liable for any costs incurred by the Proposer in connection with the preparation and submittal of the proposal.

D. CONTRACT AWARD

It is the intent of the District to award a single contract as the result of this RFP. However, the District reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in its best interests. Depending on the dollar amount of the award(s) and other factors, the contract(s) resulting from this RFP may require authorization by the District's Board of Trustees. It is the District's desire to execute a contract(s) by Thursday, July 15, 2010, with work to commence as soon thereafter as practicable.

EXHIBIT A

SCOPE OF WORK

It is the District's intent for its employees to use the District's Health Reimbursement Arrangement (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 set-up and use a Flexible Spending Account (FSA) for such purposes. An employee will not be permitted to set up and fund 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.

Proposers shall provide a proposal for BOTH HRA and FSA services.

Any firm or group that has assisted the LACCD in the creation of specifications for either an HRA or an FSA program for the employees of the LACCD will NOT be permitted to submit a proposal for this RFP.

1. HEALTH REIMBURSEMENT ARRANGEMENT (HRA) ADMINISTRATION

A. Initial Set-Up for 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. 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.

B. 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 HRA 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.

C. 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.

2. FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION

A. 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 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.
5. Proposer will maintain employee enrollment data, and year-to-date expenditures.

B. 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.

C. Claims Reimbursement Reporting to the District

1. Allow submission of reimbursement claims by hard copy, by 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.

3. WEB APPLICATION ONLINE OPEN ENROLLMENT

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

4. CUSTOMER SERVICE

- A. **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.
- B. **Interactive Voice Response (IVR).** Availability of obtaining account information by calling the IVR from 8:00 a.m., to 10:00 p.m., Pacific time, 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.
- C. **Records Retention.**
 - 1) **Maintenance of Records.** 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.
 - 2) **Inspection of Records.** Describe the availability to the District to inspect, examine and copy records during normal business hours and upon reasonable notice from the successful Proposer.

EXHIBIT B

**STANDARD AGREEMENT
FOR PROFESSIONAL SERVICES**

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")
770 Wilshire Boulevard
Los Angeles, California 90017-3719
Attention: Director of Business Services
(213) 891-2400

AND

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE:

TERM OF AGREEMENT:

RECITALS

WHEREAS, the District may contract for professional services to the extent permitted by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or 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

1. **SERVICES.** The Contractor shall perform the Services set forth in RFP No. 10-14 and in the Contractor's Proposal ("Scope of Work") in compliance with specifications and standards set forth in this Agreement. 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 the Contractor's Proposal, 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 from which the District is exempt. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Director of Business Services, or designee, at the District Office.
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.
7. **DOCUMENTATION.** As applicable, 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.
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 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, service mark, or trade name, 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:

- (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 two million dollars (\$2,000,000) 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.

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, 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 ratification 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 earlier of the day of actual receipt or the expiration of two (2) business days after the date of mailing.
- 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**
- (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 Non-procurement Programs in accordance with Executive Orders 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.

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

CONTRACTOR

By _____
(Signature)

Name: _____

Title: _____

DISTRICT

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

By: _____
(Signature)

Name: _____

Title: _____

Bid Page No. 1
Certification of Non-Discrimination

Proposers are cautioned to complete all items, to sign these bid pages, and to submit these pages with their proposal. Failure to do so may invalidate the proposal.

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

The Proposer hereby certifies that in performing work or providing services for the Los Angeles Community College 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 preference, except as provided for in Section 12940 of the California Government Code. The 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 Certification of Non-Discrimination

this _____ day of _____, 2010.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

Bid Page No. 2
Noncollusion Affidavit

Proposers are cautioned to complete all items, to sign these bid pages, and to submit these pages with their proposal. Failure to do so may invalidate the proposal.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY THE 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 providing a proposal; that the Proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed 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 proposed 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, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this

_____ day of _____, 2010.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By (Signature) _____

Name (Type or Print) _____

Title _____

Address _____

City _____ State _____ Zip _____