REQUEST FOR PROPOSALS (RFP) NO. 15-08

BROKER OF RECORD - EMPLOYEE HEALTH AND WELFARE BENEFITS

PROPOSED RFP TIMELINE

NOTE: All dates are subject to change at the sole discretion of LACCD

Questions submission deadline: November 24, 2015
Proposals due: December 8, 2015, 2:00 p.m., Pacific Time
Proposals to be submitted to:
Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017
Interviews conducted (if necessary): Top 3 Candidate Interviews tentatively scheduled for Friday, January 15, 2016
Anticipated award by Board of Trustees March 2016
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I. INTRODUCTION

A. PURPOSE

The Los Angeles Community College District is seeking qualifications and proposals for the services of a highly qualified firm to provide employee health and welfare benefits insurance brokerage services on a fixed-fee basis for a term of three years with up to two (2) District Optional one-year contract extensions for a combined total of five (5) years or five renewal cycles. It is expected the selected firm shall market the District to the broadest insurance marketplace for the cost effective and timely placement of health and welfare benefits coverage, which currently includes, but may not be limited to the following: Medical, Dental, Vision, EAP, FSA/HSA, Life, AD&D and Voluntary Benefits Programs. The District currently obtains medical benefits through CalPERS PEMHCA program, however, all other health and wellness benefits are provided by the District. The selected broker of record shall also provide additional support services to the District as included within the overall scope of services and fixed-fee cost for this account as the District may desire to use from time to time during the term of this service contract, which may include, but not be limited to risk related loss control, coverage analysis, consultation and assistance with claims, market research, policy endorsements, certificates of insurance, evaluation of vendor contracts and purchase orders, program utilization audits, newsletters, benefits coordination/employee training and education outreach programs, analyzing the frequency and severity of risks; loss trending and benchmarking of all health and welfare benefits programs, providing GASB 43 & 45 Actuarial services or assist the District in selecting a professional firm for obtain GASB 43&45 Actuarial Services; Legal Compliance programs and ensuring all benefits are in compliance with current federal and state rules, regulations, and as may be amended from time to time; proactive disclosure and training of District management Joint Labor Management Benefits Committee (JLMBC) on legal and compliance updates, federal or state laws, rules, regulation, changes or amendments; monitor, manage, and provide information to District Management and JLMBC of proposed legislative or enforcement agency changes to laws, rules, regulations; develop and agendize for JLMBC agenda on a monthly basis compliance and legal updates on benefits programs; occasionally reviewing vendor contracts; assisting the District and its employees with difficult claims and acting as a liaison and an advocate for the District and its employees with insurance companies and participating in claims reviews.

Any employee health and benefits coverages listed throughout this solicitation are not to be interpreted as a limitation on the types of insurance necessary or required by the District. The selected Broker shall, pursuant to this solicitation, provide the analysis and audits of current employee benefits insurance programs and coverages, and make all necessary recommendations to ensure the District and its employees have a full employee benefits program with complimentary but not overlapping coverages, made affordable to employees and the District.
B. BACKGROUND

The District is the largest community college district in the state. The District has nine colleges and over 110,000 students. Within District boundaries, there are five million residents from the City of Los Angeles plus a number of surrounding communities and unincorporated areas. Enrollment at the nine colleges makes up eight percent of all California community college enrollment and six percent of all public undergraduate enrollment in the state.

The District has an annual budget in excess of $1 billion and employs in excess of 10,000 employees. The District estimates the total annual FY 2014-2015 payroll (including proposed salary increases) in excess of $600,000,000.

The District and its six Collective Bargaining Units have developed and implemented a Joint Labor Management Benefits Committee (JLMBC), charged with reviewing all employee health and welfare benefits plans, and identifying recommendations to the Board of Trustees for the improvement of the Districts Employee Health and Welfare Benefits plans and program. The proposer shall be required to assist JLMBC in meeting its service requirement.

II. GENERAL INFORMATION AND PROPOSAL CONDITIONS

The method used for this solicitation is a Request for Proposal (“RFP”). Selection of contractors will be made through competitive procurement procedures, which will include factors discussed in this RFP. The following general rules and information are applicable to this RFP.

This is a competitive Request for Proposal (“RFP”) conducted under the laws and regulations of the State of California applicable to the District. Potential contractors should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought, as well as the conditions in providing such services. Potential contractors must fully comply with the instructions set forth in this RFP or their proposals may be rejected as non-responsive.

A. PROPOSAL SUBMISSION

The vendor shall submit to the District a printed original and five (5) copies of its proposal, together with a copy of a CD or USB drive containing an electronic version of the proposal in Microsoft Word format, no later than 2:00 p.m. on December 8, 2015. The printed "ORIGINAL" must be so marked. All proposals must be signed and shall become the property of the District. Proposals are to be enclosed in a sealed package plainly marked with the words "Proposal Responding to RFP No. 15-08; BROKER OF RECORD - EMPLOYEE HEALTH AND WELFARE BENEFITS: Do Not Open Until After 2:00 p.m. on December 8, 2015." Mail or deliver proposals to:
It is the sole responsibility of the vendor to ensure that the proposal is delivered on time. Any proposal received after 2:00 p.m. on December 8, 2015 may, at the sole discretion of the District, be returned without consideration. It is the practice of LACCD not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time. LACCD shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the vendor. No fax, telephone or e-mailed proposals will be accepted. If hand-delivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking. LACCD does not provide parking accommodations to proposers submitting proposals.

All proposals must be firm offers subject to acceptance by LACCD and may not be withdrawn for a period of 120 calendar days following the last day to submit proposals. Proposals may not be amended once submitted to LACCD, except as permitted by LACCD. Any award of contract to the selected vendor shall be subject to approval by the LACCD Board of Trustees.

B. QUESTIONS ABOUT RFP

Questions are to be submitted in writing by email to Fabbee Buñag, Contracts Analyst, at email address: bunagf@email.laccd.edu on or before November 24, 2015 (the “Questions Deadline”). Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above-specified deadline or submitted in a manner other than as instructed above. Vendors should not contact District personnel in any other manner related to the RFP. Unauthorized contact with any District personnel may, at LACCD’s sole discretion, be cause for rejection of a vendor’s Proposal. Written responses will be posted on the website: http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx

C. RFP ADDENDA/CLARIFICATIONS

If it becomes necessary for LACCD to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, written addenda will be posted at http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/default.aspx. It shall be the responsibility of the proposer to check the website or to inquire of LACCD for any addenda issued. All addenda issued shall become part of the RFP. Proposer’s acknowledgement of the addenda must be declared in the proposal in Exhibit D.
D. PRE-CONTRACTUAL EXPENSES

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

E. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit LACCD to award a contract. LACCD expressly reserves the right to postpone proposal opening for its own convenience, 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.

F. JOINT OFFERS

Where two or more vendors 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. LACCD intends to contract with a single firm and not with multiple firms doing business as a joint venture.

G. 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.

H. REQUIREMENTS

The proposer shall be responsible for becoming familiar with the scope of services required by the District, 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 requirements in this RFP shall in no way relieve any proposer from any obligation with respect to this RFP or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.
I. PROPOSED INFORMATION TO BE ACCURATE AND COMPLETE

All information proposed for must be accurate, complete and 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 errors that the proposer later alleges are retroactively applicable.

J. AUTHORIZATION TO DO BUSINESS

All proposers must be authorized to do business in California. If a proposer is a sole proprietorship or partnership, the proposer should furnish with the 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. The proposer should provide the corporate number issued by the Secretary of State with its proposal.

K. SUBCONTRACTORS

Proposers may only use Subcontractors for specific assignments if relevant. Otherwise, use of Subcontractors will not be permitted without prior written approval from the College.

L. ADJUSTMENTS TO CONTRACT

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

M. 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 contractor from full compliance with the RFP if awarded the contract.

N. RFP AS PART OF FINAL CONTRACT

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

O. 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, or contractor.
P. 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.

Q. NEWS RELEASES

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

R. CONTRACTOR EVALUATION

Contractors will be evaluated periodically regarding their performance.

S. WITHDRAWAL

A potential contractor may withdraw a proposal at any time prior to the proposal opening date by submitting a written request to the District.

T. PROPOSAL IRREVOCABLE FOR 120 DAYS

A proposal is an irrevocable offer valid at the date scheduled for the proposal opening and for 120 days thereafter.

U. 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.

V. PROPOSED CONTRACT

The vendor selected for contract award through this RFP shall be required to enter into a written agreement with LACCD. The Professional Services Agreement presented in Exhibit F of this RFP is the agreement proposed for execution with the successful proposer. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer's offer or the outcome of contract negotiations, if any, conducted with the proposer. Exceptions to the terms and conditions of the Professional Services Agreement, or the proposer's inability to comply with any of its provisions of the Professional Services, must be declared in the proposal, as provided in the following Section II.W., Exceptions and Deviations. 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 vendor's offer or the outcome of contract negotiations, if any, conducted with the vendor. Exceptions to the terms and conditions of the Sample Standard Agreement, or the vendor's inability to comply with any of the provisions of the Professional Services Agreement, must be declared in the proposal.
The vendor’s attention is directed particularly to Section 13 in the Professional Services Agreement, which specifies the minimum insurance requirements that must be met by the successful vendor(s). **The vendor’s inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.**

**W. 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; 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 LACCD requires all proposing vendors to similarly make a good faith effort to comply with the District’s sample agreement terms and conditions. Proposals that mandate the use of vendor standard services contract, rather than utilizing the District’s standard services contract will result in that 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 6 – Term
- Section 17 - Governing Law
- Section 18 – Nondiscrimination
- Section 21 – Board Authorization

**X. 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 vendor must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the vendor claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any vendor claiming such an exemption must also state in the proposal that “the vendor agrees to indemnify and hold harmless the LACCD, its Board of Trustees, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party.” Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act. Moreover, a vendor’s identification of a document as “proprietary” or “confidential” does not automatically confer exclusion from disclosure under the Public Records Act.
Y. USE OF DISTRICT EMPLOYEES’ NAMES

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

Z. PROTESTS

Any proposer that has provided a sealed bid or proposal to the District may protest the solicitation or award of a contract for violations of LACCD’s procurement policies or of laws and regulations governing LACCD's procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals. http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Documents/04-09-bid-protest-and-appeal.pdf. The Annual Adjustment Bid threshold for 2015 is $86,000.

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

Director of Business Services
Los Angeles Community College District
770 Wilshire Blvd, 6th 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.

IV. PROPOSAL FORMAT AND CONTENT

A. GENERAL

Proposals shall be submitted in 8½” x 11” size, using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The proposal should not exceed 50 pages in length, excluding appendices, if any. 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:

1. Identification of the Proposer, including name, address and telephone number.
2. An acknowledgement of RFP addenda, if any.

3. Name, title, address and telephone number of contact person during period of proposal evaluation.

4. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the due date for proposals.

5. 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 state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District).

6. 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; record of meeting schedules and deadlines of other client; 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, 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 distinguish you from your competitors.

4. List in the proposal at least three (3) references where the Proposer has provided similar services to public educational entities or other public agencies and which can independently evaluate the Proposer’s expertise in this area. Include name, address and telephone number of the contact person.

5. Within the past five (5) years, have there been any significant developments in your organization, such as changes in ownership, key personnel, structural organization, business emphasis, etc.? If so, please describe in detail. Do you anticipate any similar changes in your organization within the next 24 months?

6. Furnish certificates of insurance showing the types and amounts of insurance carried by your firm.

7. In what other lines of business is your firm engaged?

8. How many accounts have terminated or lost your firm’s services within the past three (3) years? For each such account, please state the reasons for the termination.

E. PROPOSED STAFFING AND PROJECT ORGANIZATION

1. Overview: This section should discuss the staff of the proposing firm who would be assigned to work on the District’s account.

2. Identify the key personnel from your firm that who would be assigned to the District. Include a brief description of their qualifications, professional certifications, job functions and office location(s). Designate a Senior Vice President who would be ultimately responsible for the District’s account and an Account Manager who would provide 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. Include a simple organization chart, which clearly delineates communication and reporting relationships among the project account 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.
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. Attach as an appendix a sample insurance quote your firm prepared for a client of the size and complexity as Los Angeles Community College District. You may exclude propriety information regarding the client and information not otherwise available through the Public Records Act.

4. List all the names of the insurance companies that underwrite 30% or more of your firm’s book of business.

G. SERVICE FEES

EXECUTION OF A CONTRACT WILL NOT RESULT IN COMPENSATION BEING EARNED OR PAID TO THE CONTRACTOR SINCE THE DISTRICT MAY SOLICIT AND BIND COVERAGE THROUGH A JOINT POWERS AUTHORITY OR SOME OTHER POOLING GROUP, RETENTION GROUP OR PURCHASE GROUP. COMPENSATION WILL BE EARNED AND PAID ONLY IF THE DISTRICT GIVES THE CONTRACTOR AUTHORITY TO PLACE AN ORDER WITH THE INSURANCE COMPANY TO BIND COVERAGE.

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.

1. Quote an annual total fixed flat fee for completing all requirements outlined in the Scope of Work. Quote a fee for the initial term and for each of the potential successive four years of the contract term; and provide a separate price quote for newsletter items as described in Additional Cost Section of RFP;

2. The annual total fixed flat fee shall be inclusive of all expenses and costs, except for the Additional Cost Item listed in the RFP and quote provide for in item 1 above.

3. The Proposer will be compensated on a performance basis. The Proposer who is ultimately awarded the contract must agree to the performance based fee arrangement in order to be eligible to contract with the District award under this RFP.

4. The Proposer’s only source of income, revenue or compensation earned or received by the Proposer in connection to the District’s account is the annual total fixed flat fee paid to the Proposer by the District. Any other source of income, revenue, consideration, or compensation, including, but not limited to, commissions and overrides received by the Proposer in connection to the District’s account, must be disclosed and reimbursed back to the District.
H. APPENDICES

1. Furnish as appendices those supporting documents (e.g., certificates of insurance, staff resumes) requested in the preceding instructions.

2. 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.

I. MANDATORY DOCUMENTS PROPOSER MUST SUBMIT WITHIN THE SEALED RESPONSE

These documents shall be signed by a person authorized to commit the vendor to a contract, and must be included with the vendor’s proposal when submitted by the Proposal Submission Deadline.

1. Completed and signed Noncollusion Affidavit (Exhibit A)
2. Completed and signed Certificate of Non-Discrimination (Exhibit B)
3. Completed Confidentiality Agreement (Exhibit C)
4. Acknowledgement of all addenda issued by the District (Exhibit D)
5. Completed and signed Exceptions and Deviations (Exhibit E)

GRACE PERIOD FOR MISSING OR INCORRECT FILING OF ITEMS (a) THROUGH (e) ONLY: In the event that a vendor fails to submit all or any part of items (1) through (5) above with its submission or if any submitted item is incomplete or incorrect, the Contracts Office will notify the vendor and the vendor shall have an additional three (3) business days to submit the missing item to the Contracts Office. Failure to submit the missing item may result in the disqualification of the Vendor if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the vendor’s Proposal being considered in the form in which it was originally submitted.

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. An award will not guarantee an order to bind coverage.
B  REQUEST FOR ADDITIONAL INFORMATION

During the evaluation process 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 will be permitted a reasonable period of time to submit the information.

C.  EVALUATION PROCESS

An evaluation panel consisting of LACCD staff and/or outside associates will review, analyze and evaluate all proposals and then make a recommendation to the Chancellor, who will in turn seek approval from the Board of Trustees.

D.  EVALUATION CRITERIA

The District will apply the following evaluation criteria, with the corresponding weights based on a 100-point scale, to the proposals received:

1. Qualifications, experience, references of Proposer, and ability to carry out the Scope of Work described in Section VI of this RFP (20 points);
2. Staffing and project organization (20 points);
3. Work Plan/Technical Approach, including understanding of the RFP and scope of work, and expectations outlined in the RFP (20 points);
4. Newsletters and Compliance Advising (10 points); and
5. Price (30 points).

The District may conduct interviews of the three highest ranked firms. If so, firms will be re-scored taking into account both the written proposal and the interview to determine which firm will be selected.

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 in the event a Proposer’s offer is not rejected but 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.
E. CONTRACT AWARD

The results of this RFP may culminate in an award. If the District makes an award, it is the intent of the District to enter into a contract.

If a mutually agreed upon contract is negotiated, LACCD will request approval of the contract from its Board of Trustees and shall execute a contract with the proposer. If a contract cannot be successfully negotiated with the selected vendor, LACCD may move on to negotiate a contract with another proposer.

Execution of a contract, however, will not result in compensation being earned or paid to the Contractor, since the District may solicit and bind coverage through a joint powers authority or some other pooling group, retention group or purchase group. Compensation will be earned and paid only if the District gives the Contractor authority to place an order with the insurance company to bind coverage. The Chancellor and Board of Trustees must approve any contract resulting from this RFP.

VI. SCOPE OF WORK

A. MINIMUM SCOPE

The successful Proposer (“Contractor”) shall perform those services necessary to provide brokerage and consulting service to the District in support of its health and welfare benefits programs. Such services will include, but not be limited to any and all services outlined within this RFP whether included in the Scope of Work or elsewhere.

B. DAILY AND/OR ANNUAL SERVICES

1. Reviewing and advising the District and JLMBC on Health and Welfare benefits insurance coverage, including recommending alternative programs for maximum benefit and cost control; including Pro-actively advising the District and JLMBC on legal, regulatory, or industry changes in Health and Welfare Benefits programs design, delivery, Compliance, ACA, or any issue that may affect the District’s Health and Welfare Benefits program;

2. Proactive Compliance and compliance-legal review and updates to the District and JLMBC on a monthly JLMBC agenda (to occur on a JLMBC agenda item each month);

3. Assist the District and JLMBC on drafting of Frequently Asked Questions (FAQ's) and proposed responses in full Compliance with all governmental statutes, rules regulations, regulatory agency rules and regulations, and collective bargaining agreement (master benefits agreement), plan design/plan documents, evidence of coverage, and/or others;
4. Proposer shall have Compliance (Legal) Officer available to attend JLBMC meetings, and to assist the District and JLMBC with legal compliance matters; JLMBC requests for services shall be coordinated through the Chair of the JLMBC, and the question and responses shall be shared in its entirety with the JLMBC through the Chair of the JLMBC; Compliance Legal review shall be limited to health and wellness programs.

5. Proposer shall have a Compliance (Legal) Officer available to assist District’s Risk Manager/Health Benefits Officer, with legal compliance matters. District compliance questions shall be confidential between the District and Compliance Attorney, not including JLMBC;

6. Proactively disclose and update the District and JLMBC Health and Welfare Benefits updates, best practices, industry changes, and education of the District and JLMBC on Health and Welfare programs, utilization, coordination and maximization of benefits, including drafting agenda items for JLMBC review and including proactively discussing and describing how any statutory, regulatory or relevant case law affects the District’s health and wellness benefits plans;

7. Audit all Health and Welfare Benefits plans, including utilization studies, coordination and maximizing available benefits; provide cost of benefit to claims expense ratios; examining access to plans and offering alternative enrollment methods; providing such data on monthly basis to the District’s Risk Manager

8. Marketing and placement of insurance, including issuance of requests for proposals (RFP), as required/requested by the District: presently, medical is excluded (see required non-yearly services) and may include but not be limited to the following:
   - Dental PPO and HMO plans
     - Updates on clinical guidelines issued by American Dental Association
     - Compare Dental Network discounts
     - Performance guarantee benchmarking data; comparison of existing programs to benchmark data and development of improvement plan to meet industry best practices and benchmark high points
   - Vision Care
     - Updates/recommendations on improving program
   - Employee Assistance Program (EAP)
     - Assists in measuring and strengthening the performance of EAP’s and behavioral health programs, examining access, utilization, cost,
   - Life Insurance and Accidental Death and Dismemberment
     - Basic Life insurance
     - Supplemental life insurance
Voluntary Benefits plan (including as outline in item 21 below)

Any and All other benefits not listed or described herein for District and JLMBC consideration, as the District may wish to review and incorporate into the District’s portfolio of coverages; conduct analysis and study, and report back to the District and JLMBC on other available benefits available in the general marketplace;

9. Data on industry practices and benchmarks, including common benefit designs, quality of care and performance standards, market trends and program costs, for comparison to the District; and offering program improvements to meet or exceed industry best practices and benchmark high points.

10. Providing as requested but no less than annually, written utilization trend reports and analysis for all brokered lines of coverage (including but not limited to dental, vision, EAP/Wellness and life products), trend analysis reports are due to the District no later than March 31, following the close of the plan year. Such reports may be requested ad hoc, quarterly, and/or annually. Such reports may be requested by the District in support of the JLMBC

11. Assists in designing and implementing a Wellness Program, including developing marketing material, educational material for employees, and coaching and assisting in the development of the Return on Investment (ROI’s) or other metrics for the Wellness program, including annual or bi-annual comparisons, and offering program improvement recommendations to meet or exceed public entity best practices and benchmark high points.

12. Providing annual written report analyzing claim experience/financial development for all insurance coverages, EAP/Wellness and HRA/FSA.

13. FSA/HRA (one provider to handle both) Market the FSA and HRA programs for cost benefits third party administration; annual evaluation of service goals, development of service metrics, and provision of monthly data reports on service, deposits, claims paid, amounts paid, and analyzing service model for benchmarking and industry best practices

14. Life insurance and accidental death and dismemberment (AD&D) insurance including basic and voluntary coverage. Other voluntary accident insurance coverages, medical payment coverages, and the like.

15. Reviewing all insurance, benefits, eligibility and coverage definitions making recommendations and analyzing suggestions from the Joint Labor/Management Benefits Committee (JLMBC) regarding benefits and plan designs for dental, vision, life, Wellness and EAP, to create and review vendor contracts and evidence of coverage including creating complex spreadsheets for rates to be distributed to adjunct faculty and others on monthly premium costs.
16. Attend JLMBC Agenda preparatory meetings (may be conducted via conference call)

17. Attend JLMBC as requested. Attend Board of Trustee meetings as requested.

18. Providing written premium reports as requested, no less than quarterly, using all available District health benefit data.

19. Providing annual IBNR (incurred but not reported) reserves for self-insured products.

20. Troubleshoot and resolve carrier claims, billing and operational issues

21. Assisting with implementation and transition of carriers and administrators.

22. Attending meetings of the Board of Trustees, JLMBC and other District meetings as requested.

23. Assist in the development of the District’s EAP and Wellness Program, including but not limited to develop concepts, campaigns, marketing, employee engagement strategies, budget development, vendor selection, etc. Note: Cost not to include the introduction of a 3rd party wellness vendor, nor 3rd party EAP vendor.


25. Act as liaison for the District with insurance companies and employee benefit vendors.

26. Voluntary Benefits – explore options for districtwide programs, including vendor search and implementation.

27. Assist in the development of the District’s Wellness Program providing “best practice” recommendations related to a robust program specifically in a fixed rate CalPERS medical benefit environment.

28. Be a resource to the District as a source of new ideas, trends in health care, and Health Care Reform change in regulations and/or legal issues.

29. Review and revise the District overall Benefits plan documents, including following up with the District’s Risk Manager for development of Board of Trustee agenda items as may be required.
30. Draft, develop, print, produce and provide “ready art” employee benefits notices, tri-folds, educating employees about their available health and welfare benefits programs, showing district premium portion or employee premium portion/pro-rata costs.

31. Attend all JLMBC meeting; and coordinate the agenda development with the Chair of the District’s Joint Labor Management Benefits Committee (JLMBC) District’s Management Representative and District’s Risk Manager: agenda setting may be accomplished through an agenda setting telephone call.

C. REQUIRED NON-YEARLY SERVICES

Marketing and possible placement of medical insurance, including issuance of requests for proposals (RFP) as required. This includes analysis of the cost/benefits of leaving the CalPERS medical insurance system – services to be provided at the request of the District.

D. ADDITIONAL COST ITEM

Developing and producing semi-annual newsletter communications and materials. All printing and postage costs shall be paid by the District only in reimbursement of costs incurred by Contractor and substantiated by invoices issued and already paid by Contractor. Working with JLMBC sub-committee to publish up to six (6) newsletters (or equivalent employee communications) each fiscal year. Proposer shall provide a cost estimate, “Not To Exceed” cost for creation, printing, and distribution of an employee benefits newsletter, on 8 1/2" x 12" glossy newsprint format (must meet ADA standards and requirements) or as may be requested by the District (and from the JLMBC).
EXHIBIT A

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS PROPOSAL

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

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this __________ Day of ____________________, 2015

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

By_______________________________________________ (Signature)

Name____________________________________________ (Type or Print)

Title _____________________________________________

Address __________________________________________

City ________________________ State _____ Zip ________

RFP No. 15-08 - 22 -
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 ____________________, 2015.

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

By ______________________________________________
(Signature)

Name____________________________________________
(Type or Print)

Title __________________________________________

Address __________________________________________

City ________________________ State _____ Zip ________
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:

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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 ________

RFP No. 15-08 - 25 -
EXHIBIT E

EXCEPTIONS AND DEVIATIONS TO PROFESSIONAL SERVICES AGREEMENT

The Proposer acknowledges it has seen and reviewed the Professional Services 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 6 – Term
      Section 17 - Governing Law
      Section 18 – Nondiscrimination
      Section 21 – Board Authorization

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.

Please check one of the following:

☐ 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 ________

RFP No. 15-08 - 26 -
EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT

By:

AND: _______________________________

("Contractor")

DATE:

TERM: From: To:

THIS AGREEMENT made and entered into on ___________ by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, hereinafter alternatively referred to as the "DISTRICT," and _______________________________, hereinafter referred to as the "CONTRACTOR," for certain services as herein, and in connection with the duties and responsibilities thereof.

WITNESSETH:

WHEREAS, the DISTRICT is authorized by Section 70902(b)(6) of the California Education Code to contract for the procurement of goods and services as permitted by law; and

WHEREAS, the CONTRACTOR was the successful Proposer on RFP No. 15-08 and agrees to provide the services as specified in the RFP and CONTRACTOR's proposal during the Agreement period; and

WHEREAS, the DISTRICT is self-insured; and

WHEREAS, it has been determined that it is in the DISTRICT's best interest to enter into an Agreement with an independent contractor for requested services; and

WHEREAS, the DISTRICT desires that CONTRACTOR perform certain brokerage and consulting services for and on behalf the DISTRICT in connection with the DISTRICT's health and welfare benefits programs; and

WHEREAS, CONTRACTOR agrees to perform such services under certain terms and conditions.
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter contained, the parties agree as follows:

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 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 the 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 Services.

3. TERM OF AGREEMENT. This Agreement is for a period of three years from ______________ to ______________, inclusive, unless sooner terminated pursuant to the terms hereof.

   Option Terms. The DISTRICT, at its sole discretion, may elect to extend the term of this Agreement for two successive one-year terms following the Initial Term by giving written notice to the CONTRACTOR prior to the expiration of the preceding term, up to a maximum term of five years through ______________.

   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.

4. FEES. The DISTRICT shall pay the CONTRACTOR the fees set forth 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 CONTRACTOR shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement. 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 District’s Risk Manager, or designee.

5. **DISTRICT AND CONTRACTOR RESPONSIBILITIES.** DISTRICT shall provide CONTRACTOR with copies of all relevant documents upon request and without charge, and shall make available any employee or insured party for interviews by CONTRACTOR, or CONTRACTOR’S designee, at a reasonable time, concerning any investigation of a claim or incident pursuant to this Agreement.

In the event a claim or incident is reported to CONTRACTOR or DISTRICT, involving clients of CONTRACTOR to whom CONTRACTOR is committed to serve on preference to DISTRICT, and there is a dispute as to the liability of the parties, or as to the amount of loss, CONTRACTOR shall notify the DISTRICT of the conflict of interest. If DISTRICT elects to have another independent investigation and adjuster, CONTRACTOR shall assist DISTRICT in obtaining such services.

All investigations done shall be on behalf of DISTRICT, designated counsel, or such attorney as DISTRICT may from time to time designate, for the purpose of ensuring that DISTRICT is properly and adequately protected and represented in litigation matters in which it is or may become engaged.

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. **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 any 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.

8. **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.

9. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

A. All files on each claim shall be the property of the DISTRICT.

B. In the event of expiration, termination or cancellation of the Agreement, CONTRACTOR shall return all files to DISTRICT unless DISTRICT requests CONTRACTOR to continue to process any file(s), in which case, fees will be determined and agreed upon by DISTRICT and CONTRACTOR.

10. 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 un-copyrighted 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.

11. WARRANTIES. The CONTRACTOR warrants that the 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 Services.

12. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the CONTRACTOR is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the DISTRICT. The CONTRACTOR shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the DISTRICT.

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 endorse the District, its governing body, the individuals thereof, and all officers, agents, employees, representatives, and volunteers as additional named insured’s 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 to provide coverage for defense and damages to Contractor for negligent acts, errors and omissions of not less than two million dollars ($2,000,000) per incident. The policy aggregate limit shall apply separately to this
Agreement or the policy period aggregate shall be twice the required per incident limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims-made form, the policy shall be endorsed to provide an extended reporting period of not less than three (3) years following termination of this Agreement.

C. Workers’ Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars ($1,000,000) per accident.

D. Commercial Crime Insurance including coverage for blanket employee dishonesty, theft, disappearance and destruction, forgery or alteration, and computer fraud in the amount of not less than one million dollars ($1,000,000) covering any and all principals, officers, employees, and agents.

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. **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.

15. **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.

16. **EQUAL OPPORTUNITY EMPLOYER.** The CONTRACTOR, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
17. **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.

18. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.

19. **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.

20. **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 affect 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.

21. **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 two (2) business days after the date of mailing, whichever is earlier.

22. **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 Contractor has been retained pursuant to this agreement.

23. **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.


C. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently $100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

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

25. ACCESSIBILITY REQUIREMENTS. The vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Vendor agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Vendor further agrees to indemnify and hold harmless the District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement."

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

CONTRACTOR
By: ..............................................
Printed Name: ..................................
Title: ..............................................

DISTRICT
LOS ANGELES COMMUNITY COLLEGE DISTRICT
By: ..............................................
Printed Name: ..................................
Title: ..............................................