



REQUEST FOR PROPOSALS

EMPLOYEE BENEFITS INSURANCE BROKER & CONSULTING SERVICES RFP # 2012-02

RFP RELEASED: 11/29/2011

TECHNICAL QUESTIONS DUE: 3:30 p.m. on 12/8/2011

PROPOSALS DUE: No later than 3:30 p.m. on 12/16/2011

SUBMIT PROPOSALS TO:

San Bernardino Community College District
ATTN: Benjamin Gamboa, Purchasing Agent
114 South Del Rosa Drive, San Bernardino, CA 92408
Phone: 909.382.4089 • Fax: 909.382.0174
Email: bgamboa@sbccd.edu

TABLE OF CONTENTS

1.0 INSTRUCTION TO CONTRACTORS	3
1.1 NOTICE FOR INVITING PROPOSALS	3
1.2 PURPOSE	3
1.3 REJECTION OF PROPOSALS	3
1.4 SUBCONTRACTORS	3
1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES	3
1.6 CONFIDENTIALITY	4
1.7 PROPOSAL FORMAT	4
1.8 PROPOSAL SUBMISSION	5
1.9 CONTRACTOR CONDUCT	6
1.10 QUESTIONS REGARDING THIS RFP	6
1.11 CONTRACT DOCUMENT	6
1.12 EVALUATION	6
1.13 COST OF PROPOSAL DEVELOPMENT	7
1.14 RFP INTERPRETATION AND ADDENDA	7
1.15 AWARD	7
1.16 INDEMNIFICATION	7
1.17 NOTICE OF SUIT OR ACTION FILED	7
1.18 PROHIBITED INTEREST	8
1.19 FINAL CONTRACT	8
1.20 TIMELINE	8
2.0 DISTRICT PROFILE	8
3.0 LEGAL SPECIFICATIONS	9
4.0 PROJECT SPECIFICATIONS	9
4.1 QUALIFICATIONS & EXPERIENCE	9
4.2 SCOPE OF PROJECT	10
4.3 WORK PLAN & TECHNICAL APPROACH	11
4.4 SERVICE FEES	12
APPENDICES:	
APPENDIX A – NON-COLLUSION AFFIDAVIT	13
APPENDIX B – CONTRACTOR PROFILE & DESIGNATION OF NAMES	14
APPENDIX C – PROFESSIONAL SERVICES AGREEMENT	15

1.0 INSTRUCTION TO CONTRACTORS

This section will provide necessary information for contractors to qualify as legally “responsive” to this Request for Proposals (RFP). This section should be studied carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE FOR INVITING PROPOSALS

Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County, is issuing a Request for Proposal for insurance broker and consulting services related to procurement and administration of the employee benefit programs for SBCCD. SBCCD hereby invites you (CONTRACTOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:30 PM (PST), Friday, 12/16/2011, directed to Benjamin Gamboa, Purchasing Agent at 114 S. Del Rosa Dr., San Bernardino, CA 92408 as per the specifications on file with Purchasing Office.

1.2 PURPOSE

SBCCD seeks consulting services to enable SBCCD to provide, on a cost-effective basis, quality health insurance products to employees and qualified retirees. SBCCD seeks a consultant that is well-versed in the employee benefits market, experienced in advising comparable public agencies, and skilled in working with various levels of unionized labor and management. SBCCD currently contract with Keenan & Associates, Inc. for consulting and broker services.

1.3 REJECTION OF PROPOSALS

SBCCD’s Governing Board reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets SBCCD’s needs to receive an award **after** successful contract negotiations. CONTRACTOR may not withdraw its proposal for a period of **one hundred eighty (180) days** after the opening thereof.

1.4 SUBCONTRACTORS

If a subcontractor will be used by CONTRACTOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES

1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The CONTRACTOR shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the following levels of coverage:

- A. Commercial General Liability including personal injury and property damage in the amount of \$1,000,000 and \$5,000,000 aggregate;
- B. Employer’s Liability in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,000,000;
- D. Automobile Liability, all automobiles, in the amount of \$1,000,000 for combined single limit

The foregoing insurance coverage plans shall be primary and non-contributing with respect to any other insurance which may be maintained by SBCCD.

Employee Benefits Insurance Broker & Consulting Services RFP #2012-02

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.
- B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against San Bernardino Community College District.
- C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability. Failure by CONTRACTOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.
- D. Prior to commencing work, CONTRACTOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: San Bernardino Community College District, Attn: Business Services, 114 South Del Rosa Drive, San Bernardino, CA 92408-0108.

1.5.2 NON-COLLUSION AFFIDAVITS

Affidavits are required to be completed by the CONTRACTOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

CONTRACTOR may designate selected portions of their proposal as confidential, such as proprietary information not publicly disclosed about their products/services. However, if a claim to release the confidential portion is made under the California Public Records Act, SBCCD will notify the CONTRACTOR of such a claim but will not defend the CONTRACTOR's rights to privacy.

1.6 CONFIDENTIALITY

The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBCCD will notify the CONTRACTOR of any public request for disclosure of such documents.

1.7 PROPOSAL FORMAT

CONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the CONTRACTOR's responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable SBCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

Section 1.0 EXECUTIVE SUMMARY

Employee Benefits Insurance Broker & Consulting Services RFP #2012-02

CONTRACTOR shall outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

Section 2.0 CONTRACTOR PROFILE

CONTRACTOR shall describe in narrative form the nature and history of their company, relationships with other CONTRACTORS if proposing jointly, etc.

Section 3.0 LEGAL SPECIFICATIONS

CONTRACTOR may wish to clarify his/her responses on SBCCD contractual terms and conditions and their policies with respect to contract negotiations. A blanket rejection of all SBCCD Legal Specifications in lieu of CONTRACTOR standard contract forms may deem CONTRACTOR as non-responsive and may remove them from consideration.

Section 4.0 PROJECT SPECIFICATIONS

CONTRACTOR shall outline and describe their broker/consultant proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the CONTRACTOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

Exhibits:

The only official response to this RFP is what is submitted in the RFP Proposal and the exhibits included within. Ancillary and supplemental comments will be considered in the evaluation, but cannot substitute or contradict responses in the Proposal.

Exhibit A – Non-Collusion Affidavit

This standard form is self-explanatory.

Exhibit B – Contractor Profile Form & Designation of Names

This is the official signature page for the RFP Response and where pertinent information is identified.

Exhibit C – Financial Statements

Please furnish audited financial statements that accurately describe the financial stability of CONTRACTOR.

1.8 PROPOSAL SUBMISSION

CONTRACTOR shall submit **three (3)** copies of the proposal in a three-ring, loose-leaf binder. CONTRACTOR shall make every attempt to limit the binder to less than a one (1) inch thickness. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries. CONTRACTOR shall also submit **one (1)** compact disc (CD) containing the proposal in a single electronic document formatted in Portable Document Format (PDF).

Proposals must be received in **sealed envelopes or containers** clearly showing the

CONTRACTOR name, address and **San Bernardino Community College District, Employee Benefits Insurance Broker & Consulting Services, RFP 2012-02**. No proposals may be withdrawn after public opening.

1.9 CONTRACTOR CONDUCT

During the RFP Window (from release of this RFP to Final award), CONTRACTOR is not permitted to contact any SBCCD employees or members of the Governing Board unless at the request of SBCCD's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.10 QUESTIONS REGARDING THIS RFP

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via e-mail. Technical questions must be submitted to Benjamin Gamboa no later than 3:30 PM (PST), Thursday, 12/08/2011. SBCCD will draft responses to be posted as Addenda.

1.11 CONTRACT DOCUMENT

Certain contract language acceptable to SBCCD covering all of the services specified in this RFP is detailed in Appendix A related thereto. No terms or conditions can be added or changed by CONTRACTOR after the proposals are received by SBCCD. Attempts to change the terms or conditions specified after the proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. CONTRACTOR may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by SBCCD.

1.12 EVALUATION

The SBCCD Evaluation Committee will review proposals and determine those that are responsive. The total points possible for each proposal is one hundred (100) points with points allotted as outlined in the evaluation criteria. The evaluation criteria include, but are not limited to, the following:

- A. Responsive (20 points):
 - a. Compliance with Required Forms and Certificates,
 - b. Adherence to the RFP Response format,
 - c. Response to SBCCD contract terms and conditions;
- B. Responsible (20 points):
 - a. Sufficient references for which similar types of services have been provided,
 - b. Experience of the firm and assigned personnel with the services proposed,
 - c. Resources that demonstrate adequate capacity to perform services proposed,
 - d. Proof of financial stability and viability;
- C. Proposal (60 points):
 - a. Value and quality of general, financial, and legal services to be rendered,
 - b. Value and quality of administrative services to be rendered,
 - c. Demonstrated knowledge of legal requirements for employee benefit plans,
 - d. Work Plan in conformity with Scope of Project,
 - e. Fees and costs;

In the event a single proposal is received, SBCCD may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBCCD to conduct an independent cost analysis of the proposal price.

1.13 COST OF PROPOSAL DEVELOPMENT

SBCCD disclaims any financial responsibility for, and CONTRACTOR shall be solely responsible for, any costs incurred by the CONTRACTOR in responding to this RFP, whether or not it is the successful CONTRACTOR, including the costs for bonding, legal costs for any reason, visitation/travel expenses, reproduction, postage and mailing, and the like.

1.14 RFP INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP will be sent by SBCCD to each CONTRACTOR who has received or requested a RFP as well as be published on the District's website. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the CONTRACTOR(s) and SBCCD.

1.15 AWARD

As explained above, any award is subject to successful contract negotiations between SBCCD and the selected CONTRACTOR(s). Selection as the Preferred Contractor is not an award and the process will be concluded with the execution of the final agreement(s) with all of the CONTRACTOR(s) concerned pursuant to Governing Board authorization.

The final Agreement(s) shall be signed by the successful CONTRACTOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to CONTRACTOR. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful CONTRACTOR shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsive and responsible CONTRACTOR, or the bid may be re-advertised as SBCCD may decide.

1.16 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless SBCCD and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractors, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) CONTRACTOR breach of its warranties or obligations under this Agreement.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

1.17 NOTICE OF SUIT OR ACTION FILED

The CONTRACTOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to SBCCD copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of SBCCD to collaborate with

counsel for the insurance carrier, if any, in setting or defending such claim.

1.18 PROHIBITED INTEREST

No Board member, officer, or employee of the San Bernardino Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

1.19 FINAL CONTRACT

The following documents are considered part of the final agreement, in order of precedence:

- A. The final agreement between SBCCD and the CONTRACTOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
- C. The CONTRACTOR proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to proposal opening.

SBCCD may terminate any resulting Agreement(s) for convenience at any time by giving the CONTRACTOR written notice thereof. Upon termination, SBCCD shall pay the CONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

1.20 TIMELINE

The anticipated timeline, subject to change, for the complete process is as follows:

Event	Tentative Date
RFP Release – Response Window Opens	11/29/2011
Technical Questions Due	12/08/2011
Proposals Due – Response Window Closes	12/16/2011
Interviews of Selected Respondents	TBD
Preferred CONTRACTOR selected, contract negotiated and awarded	January 2012
Contract subject to Governing Board approval	03/15/2012

2.0 DISTRICT PROFILE

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges, a Professional Development Center and KVCR-TV and FM. The District employs approximately 675 full-time permanent faculty and staff and approximately 500 part-time faculty.

The following profile of composite employee and retiree health benefit enrollment acts as a descriptive profile only. The profile neither guarantees nor ensures that the enrollments and premiums will remain the

same.

2011 Composite Employee and Retiree Benefit Premium Summary

Medical/Dental Plan:	Enrollment
Blue Shield HMO	543
Blue Shield PPO	24
Kaiser HMO	91
Kaiser Medicare Supplement	12
DeltaCare	236
Delta DPO	454
American Specialty Health	657
Medical Eye Services	584

3.0 LEGAL SPECIFICATIONS

SBCCD's Legal Specifications are contained in a sample contract template in Appendix C. This reflects the terms and conditions necessary to be included in the Final agreement(s) for the products and services specified herein. These specifications are to be used as the basis for the Final agreement(s) but are negotiable. The purpose will be to standardize the evaluation of the CONTRACTOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing CONTRACTOR agreements. SBCCD requires that each of these specifications be addressed in the Final agreement(s) in essentially the language provided or some acceptable substitute language. The inclusion of the CONTRACTOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

4.0 PROJECT SPECIFICATIONS

This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful proposal.

4.1 QUALIFICATIONS & EXPERIENCE

This section should establish the ability of CONTRACTOR to exceptionally perform the required work by reasons of demonstrated competence in the proposed services to be rendered, the nature and relevance of similar work currently being performed or recently completed, and competitive advantages over other firms in the same industry.

- A. Furnish background information including date of incorporation/founding, legal form, location of offices, principal line of business, number of employees, days/hours of operation and any other pertinent data.
- B. Describe most noteworthy qualifications for providing proposed services to be rendered. Specifically highlight those qualifications that provide a competitive advantage.
- C. Describe any significant developments in organization such as changes in ownership or personnel in the past five years.
- D. Describe any litigation pending against CONTRACTOR.
- E. Identify Project Manager assigned to SBCCD account. Include a detailed resume of Project Manager including description of qualifications, professional certifications, job functions, and office location.
- F. Identify the key personnel that would be assigned to SBCCD account. Include brief resumes of key personnel including description of individual qualifications, professional certifications, job functions, and office locations. Furnish an organizational chart for key personnel assigned to SBCCD account.

4.2 SCOPE OF PROJECT

4.2.1 GENERAL SERVICES

- A. Assist in development of long range annual employee benefit goals and strategies for SBCCD and participate in planning meetings with SBCCD executive management, Human Resources, and the Health and Welfare Committee. Meetings can range from one (1) to four (4) hours and occur frequently throughout the year. SBCCD estimates that in one (1) contract year there may be approximately four (4) planning meetings for open enrollment, four (4) open enrollment presentations, ten (10) periodic meetings with SBCCD executive management, six (6) periodic meetings with Human Resource representatives, and twelve (12) periodic consultation meetings with the Health and Welfare Committee.
- B. Negotiate with health and welfare providers on matters such as, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, employee assistance plan, etc.
- C. Assist in developing, executing and implementing contracts with selected health & welfare providers in accordance with SBCCD timelines and requirements.
- D. Review and prepare an analysis of all reports submitted by plan providers. Make recommendations regarding the format and content of the reports. Recommend additional reports as needed.
- E. Provide day-to-day consultation on matters such as, but not limited to, plan interpretation and problem resolution, including attendance at periodic meetings to facilitate and assist in the management of SBCCD's health and welfare plans and programs.
- F. Prepare bid specifications to obtain competitive proposals to reflect SBCCD's benefit goals and assist with any CONTRACTOR changes and with any specific take over provisions.
- G. Prepare annual and special cost projections for existing and proposed plan designs; provide timely budget projections and analysis.
- H. Provide comparisons of SBCCD's benefit plan designs and cost structures with other public entity programs.
- I. Research and advise SBCCD of developments and trends in the employee benefits insurance market.
- J. Assist with overall plan administration and insurance carrier claims and administrative issues and facilitate resolution.
- K. Provide assistance in the preparation and improvement of various employee and retiree communication materials. SBCCD currently provides three general communications for its employees and qualified retirees regarding employee benefit plans. SBCCD utilizes an employee survey to determine the benefits employees desire in their plans, an open enrollment forum to answer questions from employees at SBCCD's several sites, and an Employee Benefit Handbook containing all relevant forms, instructions, and explanations of contracted benefit plans.
- L. Provide research and responses to technical questions posed by SBCCD Human Resources staff.
- M. Provide a quarterly statement to SBCCD of services performed during the reporting period.

Employee Benefits Insurance Broker & Consulting Services RFP #2012-02

- N. Provide such other services as requested by SBCCD Human Resources for which the consultant has the technical capability and capacity to render.

4.2.2 FINANCIAL SERVICES

- A. Evaluate and negotiate annual renewals for insured benefit plans and communicate with CONTRACTORS on all aspects of renewal, plan design changes or transition to new CONTRACTOR.
- B. Assist with gathering census data for each CONTRACTOR, analyze financial/plan performance for SBCCD benefit plans.
- C. Analyze financial/plan performance for all health and welfare plans.
- D. Assist with the development, negotiation and implementation of performance standards and guarantees with various employee benefit plan CONTRACTORS.
- E. Review CONTRACTOR compliance with performance standards and guarantees.
- F. Review and prepare analysis of plan utilization reports submitted by plan providers and third party administrators. Recommend additional reports as needed.
- G. CONTRACTOR will not be conducting the renewal of benefits for fiscal year 2012-2013.

4.2.3 LEGAL COMPLIANCE

- A. Provide SBCCD executive management, Human Resources, and the Health and Welfare Committee with updates of adopted and proposed changes in employee benefit statutes and regulations that may impact SBCCD's employee benefit plans. Recommend changes in policy and procedure to comply with legislative changes.
- B. Assist in the development, design and review of CONTRACTOR contracts. Ensure compliance with current federal and state laws or regulations.
- C. Assist SBCCD in the preparation and/or review and updating of benefit plan documents and assist in developing benefit summary plan descriptions for all plans, as requested.
- D. Respond to specific benefit compliance questions (e.g., COBRA, FMLA, HIPAA, Internal Revenue Code and Regulations).

4.2.4 ADMINISTRATIVE SERVICES

- A. Eligibility and enrollment system to include:
 - a. Online or electronic enrollment
 - b. Newly eligible enrollment
 - c. Electronic feeds to each carrier
 - d. Single Consolidated Billing for each carrier
 - e. Bill tracking and reconciliation
 - f. Benefit Statements for employees and retirees
 - g. Employer access to customized reports
- B. First-year conversion, if necessary, from Keenan & Associates' proprietary BenefitBridge eligibility and enrollment system to proposed CONTRACTOR eligibility and enrollment system
- C. COBRA administration
- D. Self-pay retiree billing

4.3 WORK PLAN & TECHNICAL APPROACH

This section should establish that CONTRACTOR understands SBCCD's objectives and requirements by demonstrating its ability to meet those requirements and outlining the plan for accomplishing the specified work.

4.4 SERVICE FEES

This section should declare CONTRACTOR's preference for payment method and billing. CONTRACTOR shall quote a total annual fee for completing all requirements outlined in RFP Section 4.2, Scope of Project. The term of the contract shall begin after approval by the Board of Trustees and shall not exceed five (5) years. The actual term of the contract is subject to successful negotiations between CONTRACTOR and SBCCD. The only source of income, revenue, or compensation in connection with SBCCD account is the annual service fee paid to CONTRACTOR by SBCCD. Any other source of income, revenue, consideration, including commissions and overrides received by CONTRACTOR in connections with SBCCD account must be disclosed.

END OF BID DOCUMENT



Employee Benefits Insurance Broker & Consulting Services RFP #2012-02
Appendix A

Non-Collusion Affidavit

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party submitting
(Title) (CONTRACTOR Name)

the foregoing RFP Proposal (“the CONTRACTOR”). In connection with the foregoing RFP Proposal, the undersigned declares, states and certifies that:

1. The RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The RFP Proposal is genuine and not collusive or sham.

3. The CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any other CONTRACTOR or anyone else to put in sham RFP, or to refrain from submitting this RFP.

4. The CONTRACTOR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price, or that of any other CONTRACTOR, or to fix any overhead, profit or cost element of the RFP price or that of any other CONTRACTOR, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the RFP Proposal and related documents are true.

6. The CONTRACTOR has not, directly or indirectly, submitted the RFP 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFI.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

Title: _____



Employee Benefits Insurance Broker & Consulting Services RFP #2012-02
Appendix B

Contractor Profile Form & Designation of Names

The CONTRACTOR shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary.

Company Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Type of Firm: Corporation: _____ Proprietorship: _____
Partnership: _____ Joint Venture: _____
Other (please describe): _____

Business License Number: _____

Number of years in business under firm name: _____

Full names of firm's owners (> 10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years?

YES NO

If yes, provide former name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES NO

If yes, explain.

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES NO

If yes, please explain.

Name and title of person completing responsible for submission of this RFP and the responses to this questionnaire:

Name & Title: _____

Phone #: _____

Signature: _____

Email: _____

Date: _____



Employee Benefits Insurance Broker & Consulting Services RFP #2012-02
Appendix C



PROFESSIONAL SERVICES AGREEMENT

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as "DISTRICT", and _____, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the DISTRICT needs professional _____
_____ ; and,

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

To be determined.

2. TERM

CONTRACTOR will commence work under this agreement on _____ and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than _____. CONTRACTOR shall not commence work until the Board has approved the Agreement.

3. COMPENSATION

a. Payment(s) shall be made in the following manner:

To be determined.

b. Billing

To be determined.

- c. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

4. TERMINATION

This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

5. RELATIONSHIP OF PARTIES

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR'S STATUS

Contractor expressly represents and covenants that he/she is a _____ duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. LIABILITY

CONTRACTOR agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of \$300,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for DISTRICT'S contingent liability on such claims or losses. DISTRICT, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to DISTRICT'S Office of Business Services. CONTRACTOR agrees to obtain a written obligation from the insurers to notify DISTRICT in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

8. WORKERS' COMPENSATION INSURANCE

CONTRACTOR shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers' Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the DISTRICT throughout the term of this Agreement. The policy providing coverage shall be amended

Employee Benefits Insurance Broker & Consulting Services RFP #2012-02 to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to DISTRICT. The policy shall also be amended to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, employees, agents, or CONTRACTORS for losses which arise from work performed by the named insured for the DISTRICT.

DISTRICT may, at its sole discretion, and if then permissible under the requirements of the Labor Code of the State of California, permit CONTRACTOR, by acknowledgment herein, to waive Workers' Compensation insurance coverage on himself/herself provided CONTRACTOR does not employ any other persons in his/her business. CONTRACTOR does hereby elect to waive Workers' Compensation insurance coverage on himself/herself while performing services for DISTRICT pursuant to this contract. CONTRACTOR expressly acknowledges that he/she is making the election hereunder with the full knowledge and understanding that he/she will not, under any circumstances, be insured for an "on-the job" injury under the DISTRICT'S Workers' Compensation or other liability insurance policies, in the event CONTRACTOR is injured while performing services pursuant to this Agreement.

District

Contractor

9. HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

10. AMENDMENTS

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.



12. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subgrantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or subgrantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

14. LAW TO GOVERN: VENUE

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

Steven Sutorus
Business Manager
114 S. Del Rosa Dr.
San Bernardino, CA 92408

IF TO CONTRACTOR

16. VALIDITY

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

17. EXHIBIT AND ADDENDUM INCORPORATED

Attachment "A" is attached hereto and incorporated into this Agreement by reference.



18. PUBLIC EMPLOYEE

If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR’S regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

19. STRS RETIREE

CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher’s Retirement System of the State of California.

20. ASSIGNMENT

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Steven Sutorus, Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408
909-382-4000

Date _____

CONTRACTOR SIGNATURE

Date _____

Name: Print or Type

Mailing Address

City, State and Zip Code

(____) _____

Telephone Number

Social Security No. or Tax Payer ID No.