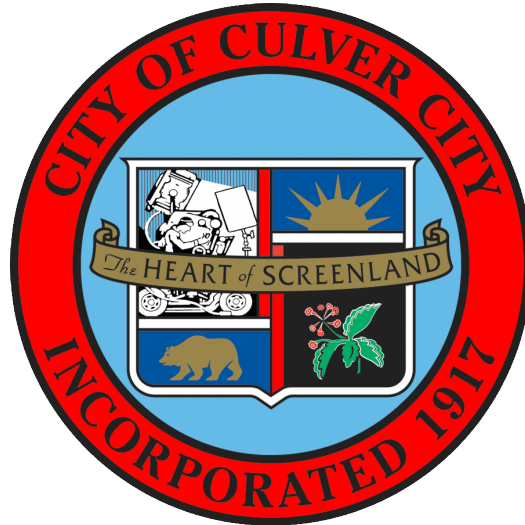




REQUEST FOR PROPOSALS

Culver

CITY



REQUEST FOR PROPOSALS

for

INSURANCE BROKER OF RECORD CONSULTANT FOR EMPLOYEE BENEFITS PLANS

RFP #2515 – March 21, 2024

City of Culver City

HUMAN RESOURCES

9770 Culver Boulevard

Culver City, CA 90232-0507

PROPOSAL DUE: APRIL 25, 2024

BENEFITS CONSULTANT/BROKER OF RECORD FOR EMPLOYEE BENEFITS PLANS

RFP #2515

I. REQUEST SUMMARY

The City of Culver City is seeking proposals from qualified firms interested in providing full-service Broker of Record/Benefits Consulting services to research, identify, and analyze viable and cost effective benefits plans/programs; strong communication and guidance of compliance requirements; negotiate acceptable plan designs and costs with providers/carriers; identify and interface with appropriate third party administrators (TPA); assist in the implementation of benefits plans and wellness initiatives; and provide high-quality customer service to the City, effective no later than July 1, 2024. The selected firm shall provide consultant services related to Culver City administered benefits. The term of the contract will be for five (5) years, with the option to renew for three (3) additional one (1) year extensions.

Please note that proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of Culver City will govern.

II. INTRODUCTION

A. Community Profile

The City of Culver City (City) is a charter city incorporated in 1917. The City is governed by a five-member City Council whose members are elected at large and operates under a Council/City Manager form of government. The City consists of twelve (12) departments, which include Police and Fire.

Culver City is a full-service city located in the western area of Los Angeles, generally situated north of Los Angeles International Airport, southeast of Santa Monica, south of Beverly Hills and southwest of West Hollywood. The City is approximately five square miles with a residential population of about 40,000.

B. Background

The City is committed to providing comprehensive, high quality, and cost-effective benefit plans and programs that provide optimum value to the City, its employees, retirees, and their families. The City's objective is to establish a strategic partnership with a consulting firm with a strong service model and comprehensive services that will support a methodical and outcome-based approach for the

continued development and forecasting of the City's Employee Benefit Program, while maintaining State and Federal regulatory requirements. While the City has utilized a vendor for this service, this RFP is being issued in compliance with internal requirements to periodically solicit proposals.

The City employs approximately 800 employees, approximately 625 are considered benefits eligible (this includes regular part-time employees). The Benefits Program is overseen by Human Resources. Currently, the City's health plan is through CalPERS. The City also has about 600 retirees (not including dependents) enrolled in either a health, and/or dental, and/or vision plan.

The employee population consists of non-represented and represented classifications, and represented employees are categorized into six collective bargaining groups as follows: Culver City Employees Association; Culver City Management Group; Firefighters Association; Fire Management Group; Police Officers Association; and Police Management Group. Benefits for non-represented Executive staff are included in the Executive Compensation Plan. Benefits for the collective bargaining groups are negotiated via the meet and confer process.

The City operates on a fiscal year budget from July 1 through June 30 of the following year, and the Benefits program operates on a January 1 annual renewal cycle from January 1 through December 31. Open enrollment for employee health plans is conducted each year in September – October, in accordance with CalPERS open enrollment dates.

Benefits consulting/Broker of Record services will be required primarily in the following areas:

- Actuarial services, including rate restructure for various benefits plans.
- RFP services for health, dental, vision and other benefits-related contracts, either within the Broker of Record's recommended benefits pool or via individually negotiated contracts.
- Maintain strong carrier relationships for the purposes of negotiations and problem resolution.
- Ongoing underwriting services that provide regular plan claims experience, estimates and continued oversight.
- Proactive guidance and timely compliance updates of local, federal, and state laws that may have impact on the City.
- Legal counsel/compliance assistance – regular updates, seminars, webinars, etc.
- Recommendations for cost-effective plan design changes, or additional benefits offerings that will promote the City's goal of becoming Employer of Choice in the Los Angeles area.
- Custom Benefits communications – full-scale communication services to include hard copy, electronic, intranet, poster/flyers, newsletters, brochures,

professional recordings, customized smart phone application, health fair planning, enrollment support, etc.

- Development of Customized Benefits Programs
- Time commitment for meetings and preparation

The City offers the following core plans under its Benefits Program:

Active Population

Medical and Pharmacy Benefits Management (PBM):

- Fully Insured HMO Plans through CalPERS
- Self-Funded PPO Plans (80/20; 90/10) through CalPERS

Dental:

- Fully Insured DHMO Plan – DeltaCare USA
- Self-Funded PPO Plan – Delta Dental

Vision

- Self-Funded Vision Plan - Vision Service Plan (VSP)

Employer-Paid Life Insurance

- Fully Insured Employer-Paid Life Insurance Plan – The Standard
- Contract includes access to Health Advocate for EAP services

In addition to the core benefits listed above, the City also offers Voluntary Life Insurance, Flexible Spending plans, Deferred Compensation 457 Voluntary Retirement Plan, and a Retiree Health Savings (RHS) plan. In addition, Colonial Insurance offers voluntary plans to employees (i.e., critical illness, disability, life insurance, etc.). As a local employer, access to Short-Term Disability (SDI) and Paid Family Leave through EDD is offered to certain employees through the MOU. Currently, employer paid Long and Short-Term Disability Insurance is extended to employees under the Executive Compensation Plan.

The City offers a defined benefit retirement plan under the California Public Employees' Retirement System (CalPERS). Employees who are not eligible for CalPERS are enrolled in the Public Agency Retirement System (PARS), a defined benefit multiple employer plan.

Retiree Population

Health plans offered to retirees through CalPERS are separated by two categories: non-Medicare plans and Medicare plans.

Retirees are eligible to maintain enrollment in the City's dental and/or vision plans up to age 65:

Dental:

- Fully Insured DHMO Plan – DeltaCare USA
- Self-Funded PPO Plan – Delta Dental

Vision

- Self-Funded Vision Plan - Vision Service Plan (VSP) - limited to Non-Medicare Retirees and/or non-Medicare age dependents.

Additional information regarding the City's benefits plans is provided in the attached booklets.

C. Minimum Qualifications

Interested firms must meet ALL of the following requirements in order to receive consideration:

1. Seven (7) – Ten (10) years' experience providing employee health benefit program broker and benefits consulting services as described in this RFP's scope of services.
2. Prior experience providing employee group health benefit program broker services for organizations with at least 1,000 employees.
3. Desirable but not mandatory qualification: prior experience with public sector clients.
4. At time of selection, ability to provide proof of possession of liability and workers' compensation insurance in amounts determined by the City's Risk Manager.

D. General RFP Submittal Information

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all prospective proposers who have registered for the RFP via the City's electronic procurement system, [Culver City PlanetBids](#).

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the Proposer's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Proposer selected.

The preparation of the proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding

Proposers for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned. **If any information in your proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.**

The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action.

Proposals must be submitted electronically through Culver City PlanetBids, by or before 3:00 p.m. (PST) on Thursday, April 25, 2024 (“Proposal Deadline”).

The electronic procurement system will not accept any Proposals after the Proposal Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

For a complete list of the City's RFP submittal terms and conditions, legal statements, and insurance requirements, please refer to the exhibits attached hereto.

E. RFP Questions

Questions with regards to this RFP should be submitted through [Culver City PlanetBids](#) by **Thursday, March 28, 2024**. All firms registered for the RFP will receive responses to all questions and any other addenda that may be released, electronically by **Thursday, April 4, 2024**.

F. Schedule

The City reserves the right to make changes to the below schedule, but plans to

adhere to the implementation of this RFP process as follows:

RFP released:	March 21, 2024
Deadline for receiving questions:	March 28, 2024
Response to questions:	April 4, 2024
Proposals due:	April 25, 2024
Finalists selected:	May 2024
Presentations/Interviews (if necessary):	May/June 2024
Vendor selected:	June 2024

III. SCOPE OF SERVICES

The City of Culver City intends to obtain the services of a qualified firm to provide the services as outlined below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

A. Project Scope

The City of Culver City invites vendors to submit qualifications and proposal (RFP's) for contracted Insurance Broker of Record and Benefits consulting services.

Please indicate your willingness and ability to meet the requirements specified below and designate any difference from the specified requirements. The City may consider deviations from the following requirements, but any proposed deviation must be submitted in writing as part of the proposal and clearly identified in the appropriate section of the proposal.

A. GENERAL CONSULTATION DURING THE CONTRACT TERM

The City seeks an expert Insurance Broker of Record/Benefits Consultant to assist the City of Culver City with the management of its Group Benefits program as noted below:

- Provide actuary services as needed, including actuarial costing of mandated benefits programs, including renewals. Calculate and recommend appropriate premium rates in consideration of employee cost share formulas as prescribed by Memoranda of Understanding (MOUs); administrative fees, and self-funded and/or fully insured plan liabilities to maintain the viability of the plans, ensuring quality and cost-effective benefits are provided by the plans.

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- Assist the City with pricing and analyzing benefit change options; project the effect of possible benefit changes on plan costs.
 - Review of the City's CalPERS health plan vs. non-CalPERS options in the marketplace.
 - Review of Group Life/ADD coverage for cost effectiveness with regard to benefits levels for employee, spouse/RDP, and children.
 - Prepare rate tiers for funding and contributions; prepare fees/rate tiers for premiums.
 - Conduct migration and/or selection analysis based upon plan design and employer contributions.
 - Assist with the development, negotiation and implementation of health and welfare providers on various topics, including, but not limited to, premium rates, benefit levels, tracking of performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and where applicable, plan specific data.
 - Provide an annual review and report of employee benefits programs for quality and adequacy of benefits provided cost effectiveness, competitiveness, and plan administration and recommendations concerning any changes in terms, conditions, and limits.
 - Monitor contracts, including provider plan administration, actuarial review, tracking of performance standards, provider compliance with contracts and incurred claims.
 - Provide estimates of renewal rates and cost trends and assistance to City staff in preparation of budget figures. Calculate self-funded plan reserve liabilities.
 - Comprehensive reporting based on robust data warehousing of the City's self-insured life, dental and vision claims data.
 - Assist the City in short- and long-term employee benefit strategic planning goals. Identify and analyze alternative benefit strategies and plans.
 - Provide, maintain, and update comparison reports of other cities, counties, and/or other public agencies' benefits plan offerings and costs to determine their competitiveness to the City's programs as needed.
 - Develop and administer any Requests for Proposal (RFPs) or Requests for Information (RFIs) for independent service providers of employee benefits services such as third-party claims administration services, enrollment services, voluntary benefits, supplemental insurance, etc.; evaluate proposals in response to an RFP (or RFI) and prepare a written report and cost benefit analysis regarding recommendations.
 - Assist with any government and/or IRS filing as needed in connection with the annual renewal process and/or implementation of existing or new services, as necessary.

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- Regularly attend scheduled meetings; prepare and present reports at these meetings to advise of plan options, market trends, audits, renewals, compliance requirements, etc.
 - Assist with the annual open enrollment planning process each year, including, but not limited to, developing a timeline, assisting with the development of open enrollment materials and coordination and participation in open enrollment event(s). Assist in final review of open enrollment communications material.
 - Develop and produce an effective communications program for open enrollment, new and ongoing benefits programs including; concept, design, production, printing, and delivery of various employee communication materials in various medium. Provide annual comprehensive benefits booklets for actives, retirees, and non-permanent employees.
 - Review and make recommendations regarding value-added benefits plans and programs, as well as modification to the design, cost (rates), communications, and quality of current employee benefits plans, retiree plans and other related programs. Monitor and provide experience trends reports and special studies and reports as requested by City, including annual accounting report of all plan operations.
 - Provide updates on pertinent proposed and enacted benefits legislation, including, but not limited to the Patient Protection and Affordable Care Act.
 - Provide regular and timely research and professional advice on new developments in state and/or federal benefits law to ensure that City staff is current on any new developments and/or requirements relative to legally administering its benefits plans, i.e., HIPAA, COBRA, etc. Upon request, prepare reports on how such changes impact the City's benefits plans.
 - Assist in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPDs and Plan Documents.
 - Maintain full and accurate records with respect to all matters and services provided to the City for a minimum of seven (7) years from December 31 of the affected plan year. At the request of the City, provide all spreadsheets, assumptions, formulas, and calculations upon completion of any project performed on behalf of the City's benefits plans and programs.
 - Review pertinent contracts and other legal documents to ensure that they accurately reflect negotiated benefits, services, and terms.
 - Review for accuracy and content the communication materials furnished by the carriers, such as certificates of coverage, summary brochures, claim forms, letters, and announcements, as well as all contract documents.
 - Review and assist with resolving disputes regarding coverage, billing questions and service delivery.
 - Advise City staff on changing benefit issues and experience trends.
 - Serve as a reliable source of expertise for various benefits issues that may arise.

Additional Services

Additional services may be desired from time to time for special projects. These additional services will be performed at the request of the City and may involve other consulting services that are not listed under core insurance broker of record/benefit consulting services.

These services will be billed to the City as disclosed in the proposal under costs for Additional Services, and mutually agreed upon in accordance with the scope of work requested. All projects that are categorized as Additional Services must have a scope of services and estimated budget submitted to the City for approval of fees before any work will be done. It is up to the Consulting firm to advise the City if the scope of services changes during the project and additional time/fees are required to complete the project. Otherwise, no further payment beyond the original scope of services will be paid.

IV. PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

A. Cover Page

B. Table of Contents

C. Executive Summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.

D. Response to Scope of Services/Supplemental Questionnaire

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

E. Cost Proposal

F. Attachments

V. RESPONSE TO PROPOSAL SCOPE OF SERVICES/QUESTIONNAIRE

A. Proposer's Company and General Information

1. Company name and address.
2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP. The City will not provide a letter of transmittal template – a letter of transmittal on the Proposer's letterhead will suffice.
3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.
4. General company profile, including, but not limited to, company name, contact information, office locations, type of firm (individual, partnership, or corporation) staffing levels, date established, history, growth, philosophy, number of years in business under the same name, financial strength, number, and types of accounts/clients, etc.
5. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.

B. Qualifications and Experience of the Firm

1. What is the primary business of the parent company and/or affiliates?
2. Provide a statement of the service(s) that differentiate your firm from other respondents.
3. What is your firm's experience conducting the services requested? Describe comparable work listed in this RFP performed by your firm in the last five years. This information should demonstrate substantial knowledge and experience in brokering employee benefit programs, particularly for public sector clients.
4. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.

C. Questions/Response to Scope of Services

1. What type of performance reports do you provide to your clients?
2. Specific and detailed description of the proposed approach to negotiate rates for renewals effective in Culver City for the next benefit plan year. The City's

benefit plan year is January 1st through December 31st of the calendar year. The selected broker will be expected to negotiate rates for renewals (as deemed appropriate) effective for the next benefit plan year for January 1, 2025, through December 31, 2025, with final rates and options provided to the City by August 2024.

3. Please describe any areas of specialization and/or current or ongoing relationships with insurance companies or other employee benefit vendors, including compensatory arrangements.
4. Description of your firm's familiarity with CalPERS PEMHCA program, experience in brokering medical plans comparable to CalPERS PEMHCA plans, and experience in assisting agencies to move from CalPERS PEMHCA to other medical programs and your firm's approach to doing so.
5. Specific and detailed description of the approach, work strategies/plans, and services to be provided.
6. List of all public agency clients, including current clients and any from the last five years, contact name, telephone number, length of engagement for each, benefit programs brokered for these clients, and the number of participants included in the programs.
7. In the last three years, have there been any significant developments to your firm such as changes in ownership, restructuring, personnel reorganizations, termination, or investigations? Do you anticipate future significant changes in your firm?

D. Fees

1. Provide your proposed fee schedule and payment terms for the scope of required services. Please include a detailed and complete statement of any other fees, commissions and/or charges associated with services you would provide to the City, along with costing options for the City to consider.
2. Outline billing and payment expectations, including timing and method of payment.
3. Describe any remaining fees not previously detailed in the above.

E. References

List the name, address, e-mail address and telephone number of references from at least four (4) recent and similar public sector clients. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than four recent similar

projects if desired. The references should include the start date of the project and the date of completion for each project.

F. Implementation Schedule

Include a detailed implementation schedule with an estimated contractual start date of no later than July 1, 2024, and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

G. Certificate(s) of Insurance

The City will require the successful Respondent (or Proposer) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City's insurance requirements.

H. Business Tax Certificate

The proposing organization does not require a [Culver City Business Tax Certificate](#) to respond to this RFP. However, the successful proposer will be required to acquire a Culver City Business tax certificate during the contracting process and maintain an active certificate throughout the contracted period.

I. Standard City Professional Services Agreement

The City will require the selected proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions, changes, or areas of concern in your proposal to the City. Any/all requests for changes to the agreement must be included with the responsive proposal. A proposer's failure to respond with proposed changes to the draft agreement indicates their concurrence with its terms and conditions.

VI. EVALUATION OF PROPOSALS

Proposals will be judged on the Proposer's ability to provide services that meet the requirements set forth in this document. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated based on the following criteria, in no order:

1. Qualifications & Experience	35
2. Questions/Response to Scope of Services	30
3. Cost	20
4. References, Schedule & Required Forms	15

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Proposer, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

SUPPLEMENTAL TERMS AND CONDITIONS AND LEGAL STATEMENTS

SUPPLEMENTAL TERMS AND CONDITIONS

- I. Submission of a proposal shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful Proposer and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.
- II. All Proposers shall be presumed to understand all of the terms, conditions and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the project.
- III. The selected Proposer shall be required to obtain all applicable Culver City permits and business tax certificate. The Business Support Center may be reached at (310) 594-7847. The cost of these items shall be included in the total proposal price.
- IV. Any proposal may be withdrawn prior to the RFP opening time provided that the request is in writing and signed by the authorized representative. The withdrawal of a proposal shall not prejudice the right of the Proposer to file a new proposal to the time and date set for the opening of proposals. No proposal received after the time fixed for the RFP opening will be considered.
- V. Subsequent to the RFP opening, a Proposer shall be relieved of a proposal due to mistakes only if the Proposer can establish to the satisfaction of the City that all of the following circumstances exist:
 - a. A mistake was made.
 - b. The Proposer gave the City written notice within five (5) days after the opening of the proposals of the mistake; specifying in the notice, in detail, how the mistake occurred.
 - c. The mistake made the proposal materially different than the Proposer intended it to be.
 - d. The mistake was made filling out the proposal and not due to error in judgment or to carelessness in reviewing the scope of service or specifications as stated in the RFP.
- VI. The City reserves the right to seek supplemental information from any proposer at any time between the dates of proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the

original proposal. Any proposer may be subject to personal interview and inspection of their business premises prior to award.

- VII. The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of proposal or all items of proposal if deemed in the best interest of the City. In addition, the City reserves the right to do any, or all, of the following:
- a. Reject any or all proposals or make no award.
 - b. Issue subsequent RFP.
 - c. Cancel the RFP.
 - d. Remedy technical errors in the request for proposals.
 - e. Modify any requirements contained within the RFP and request revised submittals from Proposers determined to be within the competitive range.
 - f. Award a contract to one or more Proposers.
 - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
- VIII. The City reserves the right to contract with any of the organizations responding to this RFP based solely upon its judgment of the qualifications and capabilities of that organization.
- IX. All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person at RFP opening time and thereafter. The City has the right to use any or all information presented in reply to this request, subject to the limitations outlined in Proprietary Information below. Disqualification of a proposer does not eliminate this right.
- a. *Proprietary Information* – Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable City Procurement Regulations and the California Public Records Act.
- X. The City is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order.

LEGAL STATEMENTS

All proposers must meet the following contractual and legal requirements in order to enter into a contractual agreement with the City:

I. PROHIBITED INTERESTS

- a. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this contract without liability.
- b. Contractor agrees that, for the term of this Contract no member, officer, or employee of the City, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof.
- c. The employment by Contractor of personnel on the City's payroll will not be permitted in the execution of this contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays, or vacation time; further, the employment by the Contractor of personnel who have been on the City's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with the City, is also prohibited.

II. ANTI-LOBBYING PROVISION

- a. During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Culver City City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.
- b. This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract

decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

- III. **NON-DISCRIMINATION PROVISION:** The City of Culver City encourages the participation of Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs) in its procurement and contracting activities. The City reaffirms its commitment to award its contracts and purchase orders in a non-discriminatory manner regardless of the individual's or entity's ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, familial status, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
- IV. **PROTECTION OF RESIDENT WORKERS:** Protection of Resident Workers: The City of Culver City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.