

## Request for Proposals (RFP)

### Vision Benefit Services# 2273613857

**SUMMARY:** Vision care insurance for District employees, retirees, COBRA/AB528 members, and eligible dependents

<b>PROPOSAL ISSUE DATE</b>	June 18, 2026
<b>PROPOSAL DUE DATE</b>	July 13, 2026 at 10:00am (Pacific Time)
<b>PRE-PROPOSAL CONFERENCE</b>	<p>A pre-proposal conference will be held on June 23, 2026 at 11:30am (Pacific Time) .</p> <p>It is non-mandatory; but, highly recommended that all potential proposers attend.</p> <p><a href="#">Zoom Link for Vision RFP</a></p>
<b>NOTICE OF INTENT TO BID FORM</b>	June 23, 2026 by 5:00pm (Pacific Time)
<b>DEADLINE FOR QUESTIONS</b>	<p>The deadline for questions is June 25, 2026 by 5:00pm (Pacific Time).</p> <p>Questions and/or inquiries must be submitted using the provided Excel file titled "Proposer Questions". All answers will be provided through the Ariba business (supplier) network under Doc: (RFP number) at <a href="https://discovery.ariba.com">https://discovery.ariba.com</a>.</p>
<b>PROPOSAL SUBMISSION METHOD</b>	<p>Electronic submission via District's e-bidding portal, Ariba.</p> <p>LAUSD will NOT accept proposals by email, fax, or hard copy.</p>
<b>POINT OF CONTACT</b>	<p>All communications regarding this RFP between potential Proposers and District staff and/or consultants must be directed to the identified point of contact for this RFP.</p> <p>Jeri Reed Contract Administration Analyst <a href="mailto:jeri.reed@lausd.net">jeri.reed@lausd.net</a></p>

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*Chief Procurement Officer*

**Dear Interested Proposers,**

Thank you for considering the opportunity to do business with the Los Angeles Unified School District ("LAUSD" or "District"), the second largest in the nation. LAUSD enrolls more than 520,000 students and covers an area totaling 710 square miles, which includes most of the City of Los Angeles, along with all or portions of 25 cities and unincorporated areas of Los Angeles County.

We are pleased to invite you to participate in this proposal submission process. LAUSD welcomes competitive responses from qualified firms that share our vision for delivering quality, innovation, and value. Your experience, expertise, and dedication are essential in helping us achieve our goals and to serve our students and families with distinction.

The Procurement Services Department is committed to be "Easy to Do Business With." We believe that strong partnerships are built on trust, transparency, and a shared commitment to excellence.

Our team looks forward to receiving and reviewing your competitive proposal and evaluating the potential of working together to create meaningful results.

**With appreciation,**

**Matthew Friedman**  
**Chief Procurement Officer**

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# 1. Introduction and General Information

## 1.1 Purpose of Procurement

The Los Angeles Unified School District (District or LAUSD) seeks comprehensive proposals from qualified firms to provide vision care insurance for its employees, retirees, COBRA AB528 members and eligible dependents as delineated in the Statement of Work (SOW). The District seeks vision services programs that are substantially equivalent to or better than the current benefit designs, with all deviations clearly identified and evaluated for member impact. The vision benefits are currently provided by EyeMed. The VSP contract is bid separately and was last marketed for a January 1, 2024 contract effective date. Proposals should be based on continuing a dual offering arrangement.

In order to participate in this RFP, you are required to submit signed **Intent to Bid Form (Attachment 10)** by no later than **5:00 pm on June 23, 2026**. Upon receipt of the signed Intent to Bid form, The proposer will receive a Confidentiality Agreement to complete, which is required for the Proposer to receive the census data, and to be eligible to submit a proposal.

## 1.2 Background

### **Benefits Administration Overview**

The Benefits Administration is a branch within the Risk Management Department, offering comprehensive health and welfare benefit plans for eligible employees, retirees, and dependents. The range of coverage options include medical, medical opt-out/cash-back, prescription drug, dental, vision, life insurance, health care and dependent care flexible spending accounts, and deferred compensation retirement plans. For more information, please visit the Health Benefits website at: <https://benefits.lausd.org/>

### **Vision Benefits Overview**

The District offers comprehensive health and welfare benefits to its full/part-time and retired employees and their dependents. Employees and retirees are currently offered a choice between EyeMed Vision Care, LLC and VSP plans. The District pays 100% of the premium cost for vision care coverage for actives, retirees and their dependents. There are no employee contributions, with the exception of COBRA and AB528 participants.

All full and certain part time employees are eligible for benefits as determined by the District. **Dependent children of active participants are eligible until age 26 in the Plan. Dependent children of retirees under and over 65 are eligible until age 25, with student status verification.** Also eligible are retired employees and their dependents, and opposite or same gender domestic partners.

For a complete description of the eligibility requirements, please follow the below links.

For active employees:

[https://benefits.lausd.org/apps/pages/index.jsp?uREC\\_ID=4417545&type=d&pREC\\_ID=2650791](https://benefits.lausd.org/apps/pages/index.jsp?uREC_ID=4417545&type=d&pREC_ID=2650791)

For retirees :

[https://benefits.lausd.org/apps/pages/index.jsp?uREC\\_ID=4417545&type=d&pREC\\_ID=2650803](https://benefits.lausd.org/apps/pages/index.jsp?uREC_ID=4417545&type=d&pREC_ID=2650803)

## Overview

The District's objective is to provide comprehensive vision benefits for its employees and retirees. The key requirement of the District is to produce the most competitively priced vision plans with as little disruption to participants as possible.

All contracts will be between the District and each respective vendor, if your organization does not directly offer all services either through itself or a subsidiary. The District does NOT want to utilize vendors that are subcontracted to another vendor but instead requires that the contract for the above noted services is a direct contracting relationship between the vendor who performs the service and the District. Winning proposals for the above services must result in a direct contractual arrangement between that vendor and the District.

### 1.3 Terms of an Agreement

The contract resulting from this solicitation will be awarded to one or more **firm(s)**, whichever is in the best interest of the District, at a **Firm Fixed Rate**, with a not-to-exceed yearly total amount. The anticipated period of performance will be five **(5) years**. **The contract for benefits will commence on January 1, 2027, a separate no-cost contract will be issued for the implementation work prior to January 1, 2027.** No contract may exceed five (5) years.

### 1.4 Instructions to Proposers

Firms shall review the **Instructions to Proposers (Exhibit A)**. To be considered by the District for a contract award, proposals shall be prepared and submitted in accordance with these Instructions to Proposers.

Modifications - The Proposer shall submit its basic proposal in strict conformity with the requirements of this RFP document. Proposers are cautioned to limit exceptions, conditions, limitations or new provisions in their proposal as such restrictions or new provisions may be determined sufficiently significant to cause the proposal's rejection.

Alternate Proposals – In addition to submitting proposals that conform in every respect to the requirements of this RFP, Proposers may also submit alternate proposals to this RFP

as complete “separate” offers if the alternate proposals offer improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate proposal. Oral, e-mailed, or telephonic proposals and/or modifications will not be considered. Alternative proposals will not be part of the evaluation process unless otherwise noted.

### 1.5 Pre-proposal Conference

Unless indicated otherwise, attendance to the pre-proposal conference is not mandatory, although firms are strongly encouraged to attend. The location and time the pre-proposal conference, is listed on the cover of this RFP. Should the District elect not to hold a pre-proposal conference, its decision shall not relieve the potential proposer of the proposer’s sole responsibility for informing itself with respect to any and all conditions as required by **Instruction to Proposers** IP-1, titled “*EXAMINATION OF RFP DOCUMENTS*”. However, in the event the conference has been identified as mandatory, then a representative of the firm must attend the conference in its entirety to be considered eligible for contract award.

### 1.6 Submitting Questions

All questions concerning this RFP must be submitted in writing to the Contract Analyst listed on the cover page. No questions other than written will be accepted. Only written responses will be binding upon LAUSD. All firms must submit questions by the deadline identified in the Schedule of Events for submitting questions. Questions shall be submitted via email in the provided Excel file document titled “Proposer Questions” as an attachment. The **e-mail** shall be to the attention of the Contract Analyst at [jeri.reed@lausd.net](mailto:jeri.reed@lausd.net) with CC to [leonardo.deleon@lausd.net](mailto:leonardo.deleon@lausd.net) verbal inquiries will not be accepted.

### 1.7 Proposal Submission in the ARIBA™ Registration System

LAUSD requires all companies and/or individuals interested in conducting business with LAUSD to register in ARIBA™ Discovery, the web-based vendor registration system utilized by LAUSD. Registration is free and enables the registering company to access, download, and submit proposals to LAUSD at no charge. All registering companies must agree to be bound by the applicable terms and conditions governing use of ARIBA™. In the event ARIBA™ elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration.

Companies may register at <https://service.ariba.com/Authenticator.aw/ad/ssoidp>

## 2. Selection and Award

Proposals shall be evaluated for responsiveness to the requirements of the RFP and on the responsibility of the Proposer. A Proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP document. Refer to **Instructions to Proposers** (IP-8), for the definition of responsibility. A Proposal that does not meet the requirements may be rejected for being non-responsive and/or non-responsible.

Proposals shall be evaluated in the following order:

### 2.1 Phase I - Minimum Qualifications (Pass/Fail)

Proposers shall meet the minimum qualifications requirements at the time of proposal submittal. Proposer shall specify how compliance was achieved for each of the Minimum Qualification requirements listed below. Proposers that are deficient in meeting the minimum qualifications at the time of Proposal submittal shall be deemed nonresponsive to this RFP and no further consideration shall be granted.

1. Proposer must confirm compliance with all applicable state and federal regulations and confirm that it is not currently restricted or prohibited from conducting business in all states where the District's members reside or access care.
2. Proposer must have a minimum of five (5) years of experience providing Vision Benefits to at least five (5) entities in the country with 10,000+ employees.
3. Proposer must directly offer the proposed services either through itself or a subsidiary
4. Proposer must be licensed in the State of California to provide Vision Insurance (provide a copy of the license with the proposal).

### 2.2 Phase II - Technical Evaluation Criteria

Proposals that meet the Phase I Minimum Qualification Requirements shall be evaluated based on the Phase II evaluation criteria herein. At the option of the District, Proposers may be invited to give a clarification interview with the District regarding proposed services as an additional step in the Phase II process. Evaluation of the clarification interview will be incorporated into the Phase II process. The District reserves the right to request and check additional references at any time.

EVALUATION CRITERIA	ALLOCATION
<p><b><u>Experience and Qualifications of Firm &amp; Personnel</u></b></p> <p><b>The extent to which</b> the proposer demonstrates successful experience providing vision benefit plans for large public-sector, K-12, retiree, COBRA, and geographically dispersed populations comparable to LAUSD.</p> <p><b>The extent to which</b> the proposed account management, implementation, eligibility, reporting, and customer service personnel have role-specific experience supporting comparable benefit programs.</p>	10 Points
<p><b><u>Project Approach / Service Delivery</u></b></p> <p><b>The extent to which</b> the proposed vision plans match or improve upon LAUSD's current benefit design while clearly identifying all deviations, limitations, exclusions, and member impacts.</p> <p><b>The extent to which</b> the proposed in-network* access and disruption analysis demonstrates provider availability, open-provider status, geographic access, member utilization match, and practical disruption mitigation. Firms that don't have at least 80% of the highest proposed in-network* match of the providers that are being utilized by the District's members, will be ineligible to receive more than 15 points. Firms that don't have at least 70% will receive zero points.  * "In-Network" requires that the proposed bidder has a contractual relationship with the provider guaranteeing members receive, at a minimum, discounted (from retail) pricing and no balance billing for covered services.</p> <p><b>The extent to which</b> the proposer's implementation plan provides realistic milestones, responsible parties, data exchange testing, member communications, provider directory readiness, and issue escalation before January 1, 2027.</p> <p><b>The extent to which</b> the proposer's service model meets LAUSD's requirements for call center support, claims administration, reporting, account management, open enrollment support, retiree support, and same-business-day responsiveness.</p> <p><b>The extent to which</b> the proposal addresses HIPAA, cybersecurity, data file exchange, confidentiality, accessibility, and member communication requirements with measurable controls and reporting.</p>	35 Points



EVALUATION CRITERIA	ALLOCATION
<p><b><u>Cost / Price</u></b></p> <p>1. Proposer(s) that are 50% or more in excess of the Lowest Proposed Cost will receive zero points in this category. Any proposal that is deemed unresponsive or disqualified for any reason will not be eligible for Lowest Proposed Cost consideration. Proposers with costs between the Lowest Proposed Cost and 50% higher than the Lowest Proposed Cost will be awarded points proportionately, based upon the following formula:</p> <ul style="list-style-type: none"> <li>45 points reduced by the difference between the Proposers Cost and the Lowest Proposed Cost divided by 50% of the Lowest Proposed Cost multiplied by 45 (total points in this category)</li> </ul> <p>Example:</p> <ul style="list-style-type: none"> <li>The Lowest Proposed Cost is \$1 million</li> <li>The Proposed Cost being scored is \$1.2 million</li> <li>The bid being scored will receive 27 points, calculated as: <math>45 - ((1,200,000 - 1,000,000) / (1,000,000 * 0.5) * 45)</math></li> </ul>	45 Points
<p><b><u>Small Business Participation</u></b></p> <p>The District has adopted a <b>Small Business Enterprise (SBE) Program</b> that has a goal of SBE participation at a level of twenty-five percent (25%). Eligibility of small firms under this program must meet the U.S. Small Business Administration size standards. The SBE participation goal is one of many selection criteria for the eventual evaluation of the qualified submittals.</p> <p>Visit the Small Business Enterprise website for more information:  <a href="https://facilities.lausd.org/apps/pages/small-business">https://facilities.lausd.org/apps/pages/small-business</a></p>	5 Points
<p><b><u>Work Based Learning Partnership (WBLP) Plan</u></b></p> <p>On August 30, 2011, the District adopted the Work-Based Learning Resolution to encourage vendor participation in a high-quality integrated work-based learning partnership including but not limited to, internships, job shadow days, guest speaking, professional development for teaching and support staff or mentoring students to equip LAUSD graduates with 21st century skill development.</p>	5 Points

<b>EVALUATION CRITERIA</b>	<b>ALLOCATION</b>
Visit this website for more ideas on creating a WBLP plan: <a href="https://ctelinkedlearning.lausd.org/apps/pages/index.jsp?uREC_ID=3803890&amp;type=d&amp;pREC_ID=2463478">https://ctelinkedlearning.lausd.org/apps/pages/index.jsp?uREC_ID=3803890&amp;type=d&amp;pREC_ID=2463478</a>	
<b><u>TOTAL (Maximum) POINTS</u></b>	100

### 2.3 Cost/Price Evaluation

Proposers are required to submit a cost proposal and narrative explanation of assumptions as part of its response. The cost proposal will be evaluated and scored in accordance instructions included in this RFP. Proposer's cost be in the format outlined with all information directly into the cost sheet(s). Additional alternative cost structures will not be considered. Proposers are cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the firm's proposal.

By submitting a response, proposer agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract.
2. All prices, rates and fees must be fully burdened and inclusive of tax, direct labor cost, general and administrative (G&A) expenses, and profit. The District will not pay an additional amount for any ancillary charges for any items, including, for example, overhead, travel, telephone, local office expenses, shipping or printing
3. The Price evaluation shall be based on the total price for the entire five (5) year Contract period. The Proposer shall provide total Unit Rates for ALL vision descriptions as listed. Unit Rates per each applicable year shall remain firm for the duration of the contract period.
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award.
5. In the event there is discrepancy between the proposer's unit price and extended price, the unit price shall govern.
6. In the event there is a discrepancy between (1) the proposer's pricing as quoted on the RFP provided cost worksheet and (2) the proposer's pricing as quoted by the proposer in one or more additional documents, the former shall govern.
7. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

### 2.4 RESERVED

## 2.5 Mandatory Submission Requirements

Interested Proposers are directed to submit their complete proposal via the Ariba Discovery system. All documents must be converted and saved as Adobe PDF (pdf) files, including those requiring signatures. No links to external folders will be accepted.

A complete proposal includes the following clearly labeled, separate files:

- Volume I – Technical Proposal inclusive of the Submission Checklist (Attachment 1), Proposal Response Workbook (Attachment 2), and supplemental documentation
- Volume II – Price Proposal, Plan Comparison and Performance Guarantees (Attachment 3)
- Volume III – Certification Forms (Attachments 4-12)

In addition to a PDF of Volume II – Price Proposal, Proposer shall submit an Excel file of the price proposal.

## 2.6 Schedule of Events

<b>Milestone</b>	<b>Date</b>
RFP Release	Thursday, June 18, 2026
Pre-Proposal Conference	Tuesday, June 23, 2026, at 11:30 am (PT)
Intent to Bid Form	Tuesday, June 23, 2026 at 5:00pm (PT)
Deadline for Final Written Questions	Thursday, June 25, 2026 at 5:00pm (PT)
<b>Proposal Due Date</b>	<b>Monday, July 13, 2026, at 10:00am (PT)</b>
Interviews (Tentative)	Week of July 13, 2026
Anticipated Board of Education Approval Date	August 2026
Anticipated Contract Start Date	<b>January 1, 2027</b>

## 2.7 Basis of Award

Subject to the provisions herein, a contract award will be made to the responsive and responsible proposer(s) that receives the highest total score (for RFP) , with the appropriate consideration given to the evaluation factors stated herein. The District reserves the right to make an award to other than to the low-cost proposer and to make a value based assessment.

The District has the right to select one or more firms. Furthermore, the District reserves the right to reject a firm if there is a failure to negotiate the price, terms and conditions.

**NO OBLIGATION TO ENTER INTO CONTRACT** – The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price or fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.

### **3. Scope of Work Requirements**

#### **A. Basic Services**

Provider will provide vision benefits for its active employees and retirees. Benefits and services include: (1) required under this RFP; (2) proposed by the Provider and accepted by the District; and (3) otherwise required under the contract between the Provider and the District.

#### **B. Local Account Staff and Call Center**

During the entire term of the contract and fully operational by January 1, 2027, the Provider must maintain the following:

- 1) The Provider shall have a local, knowledgeable staff available to answer inquiries from the District staff and the District employee-beneficiaries and dependent beneficiaries regarding:
  - a. the programs provided by the Provider;
  - b. the Provider's programs, forms, and procedures;
  - c. enrollment status;
  - d. program costs; and
  - e. other matters pertaining to the programs provided under the contract.
- 2) An employee and retiree telephone service center to respond to telephone inquiries from participants, with staffing sufficient to manage the call volume of the employee and retiree participants and their dependents. The call center, with a dedicated toll-free line, shall be open and available between the hours of 7:30 A.M. to 6:00 P.M. (PST) Monday through Friday. The call center must record all calls and retain same for a minimum of one year from the date of the call unless otherwise agreed upon.
- 3) At its own expense, the Provider shall draft, print, and regularly update written information that describes its program(s) in detail. Upon request, the written information and list shall be provided to the District's employee-beneficiaries and dependent-beneficiaries.

#### **C. Key Personnel**

Within 30 calendar days of the award of contract, the Provider shall notify the District in writing of the names, titles, business addresses, e-mail addresses, telephone numbers, and areas of responsibility of all of its authorized representatives. The authorized representatives shall be available to answer questions from or hold discussions with the Board or its designee in person, the Administrator, the District staff or the District's consultants with respect to the Provider's programs, the Provider's performance of the contract, or any matter pertaining to the District. The Provider shall give the District at least ten days' notice in advance of any change in the authorized representatives.

Among the authorized representatives, the Provider shall designate a contract liaison officer who shall be responsible to the District for the Provider's performance of the contract. The contract liaison officer shall attend, in person, all meetings as requested by the Board, its subcommittees, or its designee, the Administrator, or the District's consultants. The Provider must provide responses to the District staff's phone calls and e-mails within the same business day, or if the call or e-mail is sent after 3:00 P.M. (PDT), by the morning of the following business day. Sufficient backup personnel must be in place to ensure that this requirement is met on a consistent basis.

#### **D. Eligibility**

All full and certain part time employees are eligible for benefits as determined by the District. **Dependent children of active participants are eligible until age 26 in the Plan. Dependent children of retirees under and over 65 are eligible until age 25, with student status verification.** Also eligible are retired employees and their dependents, and opposite or same gender domestic partners.

The Provider shall accept enrollment, life event changes, and cancellation dates as stated in District transmissions, reports, or files.

#### **E. Processing Enrollments, Cancellations and Terminations**

The District will send an electronic eligibility file to the Provider on a weekly basis or on a time basis mutually agreeable between the Provider and the District. The Provider must agree to accept the file in the format as determined by the District. All inbound and outbound files will be in the District's preferred file format/layout.

#### **F. Other Enrollment Assistance**

From time to time, the District may hold training sessions for its staff and/or other government personnel involved in District operations, e.g., the public employers' departmental human resource officers. In addition, the District holds informational meetings at various places around the District for its employee-beneficiaries and dependent beneficiaries, e.g., periodic pre-retirement and retirement informational meetings for employees, "benefits fairs" and/or informational meetings for employees facing a reduction in force. Upon the District's request and at the

Provider's expense, the Provider shall provide staff and written informational materials for these training sessions, benefits fairs, and informational meetings.

Upon request and at no additional cost to the District, the Provider shall provide information to the District necessary to update its eligibility and enrollment files, e.g., current addresses of employee-beneficiaries.

The Provider and its staff shall cooperate with and provide timely information and assistance to the District employees, retirees, and their dependents.

## **G. Reports and Accountings**

All reports that the Proposer is required to give to the District under the contract shall be in form and substance reasonably satisfactory to the District. Upon advance notice, the District may require changes in the form of the reports or may request that the reports contain different or additional information.

The Provider shall provide monthly operation reports as requested by the District.

The Provider shall provide quarterly reports on performance standards in hard copy and electronically. The quarterly reports shall be due on or before the 60th day following the end of the quarter that is the subject of the report.

The Provider shall provide an annual plan performance report with the incurred and paid accounting report within 120 days after each contract year, as well as any recommendations to improve the program design or administration. The report shall be provided in hard copy and electronically. There shall be two separate reports, one for actives and one for retirees.

Upon request, the Provider shall provide to the District a report containing information on all claims received and/or processed by the Provider during a specified period of time. Such a report shall be provided electronically.

Upon reasonable advance notice, the District may request special reports on matters pertaining to the Provider's programs and/or the Provider's performance of the contract.

The Provider shall support continuous improvement of the District's vision benefit programs throughout the contract term. At least annually, and more frequently upon the District's request, the Provider shall review plan performance, claims experience, utilization trends, network access, participant disruption, customer service results, eligibility file performance, reporting results, grievances, appeals, complaints, and performance guarantee results.

Based on this review, the Provider shall identify opportunities to improve program design, administration, participant experience, network access, service quality,

communications, reporting, and operational efficiency. The Provider shall submit written recommendations to the District, including the issue identified, supporting data, proposed improvement, expected impact, implementation steps, responsible parties, timeline, and any cost or contract implications.

Upon the District's approval, the Provider shall implement agreed-upon improvements in accordance with a mutually approved action plan. The Provider shall report progress against the action plan at regular account management meetings and in quarterly or annual performance reports, as requested by the District.

Continuous improvement recommendations shall not alter benefits, rates, eligibility rules, contract terms, or District obligations unless approved in writing by the District through the applicable contract amendment, renewal, or approval process.

As a result of any implemented recommendations, the provider commits to reducing the District's fees by 1.5 percent.

#### **H. Confidential Information**

The Provider shall protect all information, records, and data collected in connection with this contract from unauthorized disclosures. The District and the Provider shall determine if and when any other party may have authorized access to such information. Provider must sign a Data Use Agreement (Attachment J) prior to receiving District data.

The Provider shall guard the confidentiality of participant information. Access to participant information shall be limited by the Provider to persons or agencies that require the information in order to perform their duties in accordance with the contract. Any other party shall be granted access to confidential information only after compliance with the requirements of all federal, state, and county laws pertaining to such access, e.g., HIPAA.

The Provider is required to know and understand the confidentiality laws that pertain to its benefit plan and its performance under the contract. This includes knowledge and understanding of laws specific to certain groups (i.e., 42 CFR Part 2 relating to persons receiving substance abuse services).

Nothing in this section shall prohibit the Provider from disclosing information to the District or its designee.

Below are **LAUSD Information Security Policies** that must be adhered to:

- Bulletin 1077.2 (Information Protection Policy) Exhibit M
- Bulletin 1553 (Security Standards for Networked Computer Systems) Exhibit N
- Reference Guide 3757 (Description of Security Standards for Networked Computer Systems) Exhibit O

All information presented in the RFP, including information subsequently disclosed during the proposal process, is confidential. Information and materials supplied during the RFP process should not be released to parties external to the bidding organization without the express written consent of the District and Segal.

All proposals submitted will be retained permanently by the District and Segal and shall remain confidential.

**I. Electronic Data Transmissions**

The Provider shall have and maintain HIPAA compliant hardware, software, and systems that are capable of picking up or receiving electronic data transmission from the District regarding enrollments, changes to enrollments, premiums, and other <https://boe.lausd.org/> matters related to the contract. The Provider shall, at its own expense, develop all interfaces and system modifications to receive the data provided by the District in the District's format, layout and content. The District will not make modifications to its systems in order to comply with any system requirements of the Provider. All changes must be made to the Provider's system and at the Provider's expense prior to commencement of the contract.

**J. Payment to the Provider**

Payment to the Provider will be done 60 days in arrears, after the month is completed.

For purposes of calculating the amount of premiums or fees due the Provider, the number of employee-beneficiaries enrolled in the Provider's plans shall be determined by the District as of a given date of the month, to be selected by the District. Retroactive additions and terminations shall be accounted for in future payments.

The Provider shall accept the monthly summary enrollment reports provided by the District as the basis for the amount of premiums due the Provider under the contract. The Provider shall notify the District in writing within 90 calendar days after the end of the report month of any transaction or premium computation discrepancy or other problem in the monthly summary report. The Provider shall provide specific information that is necessary to resolve any noted discrepancy or problem. If the District is not notified in writing within the 90 days, the District reports shall be considered as final and accepted by the Provider.

**K. Availability of Funds**

The contract shall be enforceable only to the extent that funds are available to the District to make payments to the Provider. All payments to the Provider are subject to the District's actual and continuing availability of funds. No damages or interest shall accrue against the District as a result of the non-availability of funds.



The District shall have the following rights should there not be available funding for the Provider's contract: (a) to cancel the award of contract; (b) to renegotiate the award of the contract to purchase reduced or modified services; (c) to delay the commencement date of the contract; or (d) to terminate the contract entirely or in part(s).

#### L. Data

**Enrollment:** Census data will be provided upon the completion and return of the signed Intent to Bid Form (**Attachment 10**).

Enrollment as of December 2025				
	Contracts (Subscribers)		Members	
	VSP	EyeMed	VSP	EyeMed
Actives	30,678	28,429	72,459	66,721
Retirees	32,015	8,018	47,160	12,461
COBRA and AB528	520	126	536	139
Total	63,213	36,573	120,155	79,321

Note: Proposers shall assume that VSP will continue to be offered as an option.

**Premium History:** Below are the current monthly composite premium rates. The District requires all rates be determined on a composite basis. Three tier rates are applicable for COBRA and AB528 participants only.

EyeMed Monthly Rate History		
Actives and Retirees with or Without Dependents	1/1/2022 – 12/31/2024	1/1/2025 – 12/31/2025
	\$7.79	\$7.79

## 4. General Information

### 4.1 Maintaining the Cone of Silence

As described in the Contractor Code of Conduct, from the issue date of this RFP until the time a contract award recommendation is made public by LAUSD Board of Education Secretariat's posting of the board report for the contract to be approved (or the RFP is officially cancelled), this procurement is under a "Cone of Silence." Except for questions submitted prior to the proposal due date and inquiries made to the District Ethics Office, all communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in this RFP. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. At no time PRIOR to the District public posting of the Board Report shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto.

Doing so may subject the Proposer to disqualification. See **Exhibit E**, Contractor Code of Conduct, “Maintaining the Cone of Silence.”

#### 4.2 LAUSD’s Right to Request Additional Information – Proposer’s Responsibility

Prior to contract award, LAUSD must be assured that the selected firm has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of LAUSD, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, LAUSD is unable to assure itself of the firm’s ability to perform, if awarded, LAUSD has the option of requesting from the firm any information deemed necessary to determine the firm’s responsibility. If such information is required, the firm will be notified and will be permitted approximately seven (7) business days to submit the information requested.

#### 4.3 LAUSD’s Right to Amend and/or Cancel the RFP

LAUSD reserves the right to amend this RFP. Any revisions must be made in writing prior to the RFP closing date and time. By submitting a proposal, the firm shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP, whether or not such revision occurred prior to the time the firm submitted its proposal) unless expressly stated otherwise in the firm’s response. THEREFORE, EACH FIRM IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE FIRM’S PROPOSAL PRIOR TO THE CLOSE OF THE RFP. Firms are encouraged to frequently check the RFP for additional information. Finally, LAUSD reserves the right to cancel this RFP at any time.

#### 4.4 Submission of Redacted Copies

Responses to this RFP shall be subject to disclosure in accordance with the provisions of the California Public Records Act. If Proposer considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under the California Public Records Act, Proposer must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the **beginning of the file name**. The redacted copy shall be submitted at the same time Proposer submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be

identical to the original bid/proposal. The redacted copy will be open to public inspection without further notice. If Proposer fails to submit a redacted copy with its bid/proposal, LAUSD is authorized to produce the Proposer's bid/proposal with the exception of audited financial Statements in answer to any public records request. Even though information submitted by a Proposer may be marked as "confidential", "proprietary", "trade secret" etc., LAUSD will make its own determination regarding what information may or may not be withheld from disclosure. If LAUSD deems redacted information to be subject to disclosure, the Proposer will be contacted prior to the release of this information.

4.5    RESERVED

4.6    RESERVED

4.7    RESERVED

## **5. Exhibits and Attachments**

### **5.1 Attachments (*to be submitted with proposal*)**

1. [Submission Checklist](#)
2. [Proposal Response Workbook](#)
3. [Price Proposal, Plan Comparison and Performance Guarantees \(Excel Spreadsheet\)](#)
4. [Proposal Letter/Certificate of Acceptance](#)
5. [Compliance with LAUSD Ethics and Integrity Standards](#)
6. [California Public Records Act Certification/Indemnification Form](#)
7. [Small Business Enterprise \(SBE\) Utilization Report](#)
8. [Veteran/Disabled Veteran Business Enterprise \(VBE/DVBE\) Utilization Report](#)
9. [Minority/Women Business Enterprise \(MBE/WBE\) Demographics Report](#)
10. [Intent to Bid](#)
11. [Questionnaire \(Excel Spreadsheet\)](#)
12. [Leveraging District Purchasing Power to Defend Immigrant Families and Human Dignity](#)

### **5.2 Exhibits (*for reference purposes*)**

- A. [Instructions to Proposers](#)
- B. [LAUSD Insurance Requirements](#)
- C. [Information Technology Service and Support](#) (Terms and Conditions)
- D. [Professional Services Agreement](#) (Terms and Conditions)
- E. [Contractor Code of Conduct](#)
- F. [Code of Conduct with Students](#)

- G. [Lobbying Disclosure Code](#)
- H. [Fingerprint and Criminal Background Check Certification](#) (if applicable)
- I. [Tuberculosis Clearance Certification](#) (if applicable)
- J. [EFT Form and Instructions](#)
- K. [Fraud Notification](#)
- L. [District Map](#)
- M. [Bulletin 1077.2 Information Protection Policy](#)
- N. [Bulletin 1553 Security Standards for Networked Computer Systems](#)
- O. [Reference Guide 3757 Description of Security Standards for Networked Computer Systems](#)
- P. [Claims Experience](#)
- Q. [Proposer Questions](#)