

LOS ANGELES COMMUNITY COLLEGE DISTRICT

## **REQUEST FOR PROPOSALS (RFP)**

*District-wide Facilities Community and Public Education Services*

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
FACILITIES OFFICE, 6<sup>TH</sup> FLOOR  
ATTN: LYNN WINTER GROSS  
770 WILSHIRE BOULEVARD  
LOS ANGELES, CA 90017

### RFP SCHEDULE:

ISSUED:	JANUARY 9, 2009
INFORM LACCD OF INTENT TO BID:	JANUARY 20, 2009
WRITTEN QUESTIONS:	JANUARY 23, 2009
RESPONSES TO QUESTIONS:	JANUARY 30, 2009
PROPOSALS DUE:	FEBRUARY 13, 2009
FINALISTS NOTIFIED	FEBRUARY 27, 2009
FINALISTS INTERVIEWED & NOTIFIED:	FIRST WEEKS IN MARCH

# **Request for Proposals (RFP)**

## **District-wide Facilities Community and Public Education Services**

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### **1. Introduction**

#### **1.1 Purpose and Scope of RFP**

##### PURPOSE AND SCOPE OF THE REQUEST FOR PROPOSALS:

The Los Angeles Community College District (LACCD), serving over 185,000 students, is currently undertaking the largest public sector sustainable building effort in the United States. Funded by three voter-approved bonds, totaling \$5.7 billion, the District is modernizing and improving its nine LACCD colleges to prepare Los Angeles residents to fill the high-wage, high-skill jobs of the 21st century.

The overall mission of the LACCD is to serve, educate and train its students and the surrounding communities. In order to maximize the opportunities provided by the District and its new facilities, the District is committed to communicating and informing the public regarding the status of the bond programs at the District's nine colleges. Since the District passed its first facility bond measure in 2001, it has received wide-spread international, national, state and local recognition for leadership in sustainable energy policy, and building design.

The District is seeking a firm(s), or individuals to expand its community outreach and education programs: to position itself as a national and international leader in the field of sustainability and energy independence and to educate and inform its multiple stakeholders about its highly regarded education and career technical programs, including green jobs. At a time that this country is looking for leadership and experience, the District is a major trend-setter in Los Angeles and throughout the country in job training, construction and energy management.

Numerous projects, all sustainably designed, are underway at all nine colleges of the LACCD. The District is making a strong commitment to sustainability by its leadership in building more than 90 new buildings which meet or exceed USGBC LEED<sup>®</sup> certification standards. It is implementing an innovative Renewable Energy Program that will make all its colleges' carbon neutral and energy independent. It will generate all its power needs through on site renewable energy, including solar, geothermal and wind and incorporate strategies to conserve natural resources, including water-saving technologies, native-plant landscaping, and use of natural light and air wherever possible.

To meet this goal of a community and public education outreach campaign, the Los Angeles Community College District ('LACCD' or 'District') Office of Facilities Planning and Development, on behalf of the Board of Trustees, will be allocating up to \$300,000 in annual fees, for a three-year contract commencing on April 1, 2009 and concluding March 31, 2012. In addition, \$180,000, (\$20,000 for each of the nine colleges,) will be allocated annually to implement local community outreach programs in cooperation

with the selected firm. There will potentially be a paid media budget that can supplement district wide and individual college efforts.

The District is seeking assistance from qualified firms to engage as an independent contractor(s) to provide Community and Public Education services. LACCD is currently reviewing all communications options, including possibly bringing some of its communications/community outreach efforts in-house. In your proposal, please include your thoughts on how you could best leverage District resources, and the advantages/disadvantages of the District using you only for strategic planning and individual/unique events.

The District has elected to adopt a District-wide program in order to maximize community outreach, and streamline the public education process. The District intends to issue a one year contract, with two one-year options to renew.

The specific work and products being solicited under this RFP are listed below. Please describe the strategies and tactics proposed to meet the listed projects and discuss the proposed methods to leverage the LACCD and outside resources;

1. Develop an appropriate communications plan to position the District through its bond programs as a national leader in the fields of energy independence, sustainability, education and job training in the green economy, using multiple forms of effective and efficient communication strategies;
2. Write and disseminate publications and articles that are college specific and/or district-wide in nature to provide the public and District stakeholders with updates and information involving bond projects. This includes the creation and wide distribution of a monthly electronic bond Newsletter and updated collateral materials;
3. Assist the nine colleges with their bond activities , including planning and coordinating ground breakings, ribbon cuttings, open houses, public information sessions, etc. and developing speaking points, background materials, and press kits;
4. Create and implement internal methods of communication to keep students, faculty, staff and the community apprised of construction schedules, construction updates, use of temporary facilities, and relocation of services during construction periods, etc;
5. Review, update and develop media and informational plans that address emergency/ crisis situations that might occur at a project site and/or involving a project;
6. Provide strategic counsel on college-specific bond related issues;
7. Maintain and update an effective, easy-to-use facilities website to communicate with multiple stakeholders;
8. Regularly attend meetings that include bond discussions, such as District Citizens' Oversight Committee, Board of Trustees meetings;

9. Find opportunities and coordinate applications for secondary media exposure, including awards, honors, and speaking opportunities, to promote the District's bond program, via the Chancellor, Board of Trustees, Executive Director of Facilities and Planning and other District leaders;
10. Maintain effective working relationships with the Chancellor, Deputy Chancellor, nine college presidents, Executive Director of Facilities and Planning and the facilities team: "BuildLACCD" for information gathering and dissemination.

## **1.2 About the District**

LACCD is the largest community college district in the nation, with nine campuses serving more than 185,000 students. The District is governed by an elected seven-member Board of Trustees and is part of the statewide California Community College system.

The mission of the District is to provide comprehensive lower-division general education, occupational education, transfer education, counseling and guidance, community services, and continuing education programs which are appropriate to the communities served and which meet the changing needs of students for academic and occupational preparation, citizenship, and cultural understanding. The Western Association of Schools and Colleges accredits each of the nine colleges. A seven-member Board of Trustees, elected at large for four-year terms, governs the District.

The District was organized in 1969 and serves a population of several million residents dispersed over an area of 884 square miles in metropolitan Los Angeles. The District extends from Agoura Hills in the west San Fernando Valley to the City of San Fernando in the north and Monterey Park to the east. The service area includes Culver City on the west side of the greater Los Angeles basin; Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south. The District colleges educate more than 120,000 students a year.

The colleges range in size from twenty-two to over four hundred fifty acres. Facilities include newly constructed classroom buildings as well as outdated structures older than fifty years as well as parking areas, maintenance yards, athletic fields and gymnasiums and the like.

The colleges that make up LACCD are 1) Los Angeles City College, 2) East Los Angeles College, 3) Los Angeles Harbor College, 4) Los Angeles Mission College, 5) Los Angeles Pierce College, 6) Los Angeles Southwest College, 7) Los Angeles Trade-Technical College, 8) Los Angeles Valley College, and 9) West Los Angeles College. The District Office is located in downtown Los Angeles.

## **2. General Information**

### **2.1 Proposal Submittal**

The proposer shall submit to the District **a printed original and ten (10) copies** of its proposal, together with a CD containing an electronic version of the proposal in Microsoft Word format, no later than **10:30 a.m. PST on February 13, 2009** Proposals are to be enclosed in a sealed package plainly marked displaying the bidder's legal name and the words "Proposal Responding to RFP –

District-wide Facilities Community and Public Education Outreach.” Submittals shall not contain more than twenty (20) pages (10 pages double-sided,) excluding front, back covers and tabs and may not be submitted with a font size of less than 11 point. Submittals containing more than the stated page limitation and not in accord with the font size will not be considered.

Mail or deliver proposals to:

Los Angeles Community College District  
Facilities Office, 6<sup>th</sup> floor  
Attn: Lynn Winter Gross  
770 Wilshire Boulevard  
Los Angeles, California 90017.

It is the sole responsibility of the proposer to ensure that the proposal is delivered on time. Any proposal received after the stated deadline, may, at the sole discretion of the District, be returned without consideration. It is the practice of LACCD not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time. LACCD shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the proposer. Proposals submitted via fax, telephone or e-mail will not be accepted. If hand-delivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking.

All proposals must be firm offers subject to acceptance by LACCD and may not be withdrawn for a period of 90 calendar days following the last day to submit proposals. Proposals may not be amended once submitted to LACCD, except as permitted by LACCD.

## **2.2 Questions from Proposers**

Proposers are asked to submit all questions in writing by January 23, 2009; LACCD will submit responses by January 30, 2009. Questions are to be submitted to Lynn Winter Gross at the address shown above for proposal submittal or by fax or e-mail in accordance with the instructions given below.

LACCD shall not be obligated to answer all questions and any questions received after the above-specified deadline or submitted in a manner other than as instructed above. Proposers are instructed not to contact District personnel or it's agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be cause for disqualification of a proposer. All questions and answers will be shared with all firms intending to bid.

## **2.3 RFP Addenda/Clarifications**

If it becomes necessary for LACCD to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties that obtained a copy of the RFP directly from LACCD. Addenda will be sent by fax and/or first-class U.S. Mail. It shall be the responsibility of the proposers to inquire of LACCD as to any addenda issued. All addenda issued shall become part of the RFP. All addenda shall also be posted on the District website location where the RFP solicitation appears. The website address is: [http://www.build-laccd.org/doing\\_business.html](http://www.build-laccd.org/doing_business.html)

## **2.4 Pre-Contractual Expenses**

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

## **2.5 No Commitment to Award**

Issuance of this RFP and receipt of proposals does not commit LACCD to award a contract. LACCD expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer concurrently, or its team members, or to cancel all or part of this RFP.

## **2.6 Joint Offers**

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. LACCD intends to contract exclusively with a single firm and not with multiple firms doing business as a joint venture. LACCD encourages putting together the best possible team, with a preference with teams that have worked together.

## **2.7 Proposed Contract**

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with LACCD. The Sample Agreement presented in Exhibit A of this RFP is the agreement proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer's offer or the outcome of contract negotiations, if any, conducted with the proposer. Exceptions to the terms and conditions of the Sample Agreement, or the proposer's inability to comply with any of the provisions of the Sample Agreement, must be declared in the proposal.

The proposer's attention is directed particularly to Section 12 in the Sample Agreement, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

## **2.8 Exceptions/Deviations**

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

## **2.9 Protests:**

Any actual or prospective proposer may protest the solicitation or award of a contract for violations of LACCD's procurement policies or of laws and regulations governing LACCD's procurement activities. Any protest against the award of a contract pursuant to this RFP must be received within ten (10) calendar days after receipt of a written notice of LACCD's intent to award to another proposer. LACCD shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Contracts Office at the place specified for submittal of proposals.

## **3. Proposal Format and Content**

### **3.1 General**

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content. This RFP and the successful proposal may become a part of any contract that is executed as a result of this RFP. Any proposal attachments, documents, letters and materials submitted by the proposer will be binding and may also be included as part of the contract.

### **3.2 Presentation/Format**

Proposals shall be submitted in 8 1/2" x 11" size, using a simple method of fastening. Proposals should be typed and not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The proposal should not exceed 20 pages ( 10 pages double-sided) in length, excluding any appendices. The form, content and sequence of the proposal should follow the outline presented below.

### **3.3 Proposal Content**

#### **3.3.1 Transmittal Letter/Introduction**

The letter of transmittal shall be addressed to Larry Eisenberg, Executive Director, Facilities Planning and Development Office and must, at a minimum, contain the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- Acknowledgment of receipt of RFP addenda, if any;

- Name, title, address and telephone number of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the due date for submittal;
- Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by LACCD); and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

### 3.3.2 Table of Contents

Immediately following the transmittal letter include a complete table of contents for material included in the proposal, including page numbers.

### 3.3.3 Qualifications, Related Experience and References

This section should establish the ability of the proposer and any subcontractors to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; nature and relevance of similar work recently completed for other clients; record of meeting schedules and deadlines on other projects; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any subcontractors included in the offer. The lead firm must be able to show billings of at least one million dollars in each of the last three years. Specifically include:

- Background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency, or declare and explain any such status. Please share any other potentially embarrassing information about the firm or individual working on this project that could impact the outcome of the LACCD's work.
- Noteworthy qualifications for providing the required services to LACCD. Specifically highlight those qualifications that distinguish you from your

competitors, and provide the names of three successful recent accounts in the past three years in the areas of:

- Promoting education, sustainability, facilities and construction,;
  - Outreach to diverse communities;
  - Procuring local, national and international recognition in the areas of sustainability, education, facilities and construction;
  - Use of new technology to effectively communicate with multiple stakeholders.
- List of business clients—especially community colleges and school districts—to which your firm has provided similar services in the past three years. Specifically, include the following: name and address of organization, description of work and date performed, contact name/title/phone numbers and email.

Financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. Furnish as an appendix. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

#### 3.3.4 Proposed Staffing and Project Organization

This section should discuss the staff of the proposing firm who would be assigned to work on LACCD's project. Include:

- Key personnel from your firm that would be assigned to LACCD's project. Include a brief description of their qualifications, professional certifications, job functions and office location(s). Designate a Project Manager who would provide day-to-day direction of the required work and become LACCD's primary contact person. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
- Organization chart that clearly delineates communication and reporting relationships among the project staff.

#### 3.3.5 Work Plan/Technical Approach

This section should establish the proposer's understanding of LACCD's objectives and requirements; demonstrate the proposer's ability to satisfy them; and clearly outlines the plan for accomplishing the specified work. This should include:

- A Strategic Plan which describes how your firm would accomplish the objectives described in this RFP;

- Milestones and measurement tools for being able to quantify work progress and successes,, expressed as completed major tasks or other work segments;
- All resources you would require from LACCD—including information, documents, staff assistance, equipment, and facilities—to complete your work; declare any other critical assumptions upon which your work plan is based;
- Deliverables to be furnished to LACCD throughout the term of the services agreement e.g. Strategic Plan, Production Reports, and all accounting

### 3.3.6 Cost and Price

A statement of work accomplished and accompanying costs must be submitted on a monthly basis

### 3.3.7 Exceptions/Deviations

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

### 3.3.8 Appendices

- Supporting Documents: Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.
- Additional Information: Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this is not an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

## **4. Proposal Evaluation and Contract Award**

### 4.1 **Evaluation Process**

An Evaluation Panel consisting of LACCD officials and/or outside associates will review, analyze and evaluate all proposals received. The Evaluation Panel will short-list the field of proposers and conduct interviews of the firms in this group. This committee will then recommend to the Chancellor and to the Board of Trustees a proposer for contract award.

4.2 **Evaluation Criteria:**

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

<b>CRITERIA</b>	<b>Relative Weight</b>
Qualifications, experience and references of proposer	15 pts
Staffing and organization	15 pts
Work plan	30 pts
Cost and price	30 pts
Miscellaneous exceptions/deviations, completeness of proposal, and adherence to RFP instructions, other relevant factors not considered elsewhere	10 pts
<b>Total Maximum Possible Points</b>	<b>100 Pts</b>

LACCD reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of LACCD to do such. In the event a proposal(s) is rejected, or in the event a proposer's offer is not rejected but does not result in a contract award, LACCD shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

4.3 **Contract Award**

It is the intent of LACCD to award one contract as the result of this RFP. Approval by the District's Board of Trustees will be required prior to award. Award, if made, is expected on or about the first two weeks of March.

**5. Exhibits to the RFP:**

**Exhibit A: Sample Form of Contract**

**Exhibit B: Non-Collusion Affidavit**

**Exhibit C: Non-Discrimination Certification**

**Exhibit D: Confidentiality Agreement**

**EXHIBIT A: Sample Form of Contract:**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**Public Information and Outreach Services**

**(BOND PROGRAM)**

**CONTRACT NO.:**

**PARTIES TO AGREEMENT:**

**“DISTRICT”:** Los Angeles Community College District  
770 Wilshire Boulevard,  
Los Angeles, California, 90017

**“CONTRACTOR”:**

**Period of Performance: Effective Date: \***

**\*Note: Agreement provides for two one-year options to renew.**

**Project Name: Public Information and Outreach Services**

**Project Number: –**

**Compensation Summary:**

**Fee for Services:**

**Reimbursable Expenses (Not to Exceed):**

**Total Amount (Not to Exceed):**

**DISTRICT REPRESENTATIVE: Larry Eisenberg, Executive Director,  
Facilities Planning & Development**

**CONTRACTOR REPRESENTATIVE: \_\_\_\_\_**

**THE ABOVE NAMED PARTIES** hereby enter into this Agreement for Professional Services for the purposes stated, and under the terms and conditions, as set forth in the following pages.

## **RECITALS**

WHEREAS, the District is authorized to contract for the procurement of professional services as authorized by law; and

WHEREAS, the Contractor is specially licensed, trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

## **AGREEMENT**

- 1. SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit, attached to and incorporated in this agreement. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.
- 2. WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services furnished hereunder will conform to the requirements of this agreement. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.
- 3. FEES.** For services satisfactorily performed by Contractor under this agreement, District shall pay the Contractor on a monthly retainer basis set forth in Exhibit B, in accordance with the terms and conditions of this Agreement and the Contractor's proposal, attached to and incorporated in this agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt there from. Payment shall be made by the District's Bond Program Manager, upon submittal of invoice(s) approved by the District's Executive Director, Facilities Planning & Development, or designee.
- 4. EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
- 5. TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof, or unless extended at the District's sole discretion for one (1) or two (2) consecutive One-year option periods.
- 6. TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.

**7. DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.

**8. RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing developed during the course of this agreement by the Contractor or jointly by the Contractor and the District may be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement certain information, which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.

**9. KEY PERSONNEL.** The individuals referenced in Exhibit "B" resumes attached shall be known as "key personnel". Should Contractor attempt to replace such personnel referenced in said Exhibit, prior written notice must be provided to the LACCD with the ability to review and approve of such change in personnel. Any personnel replacement made must be made with similar personnel of like experience, knowledge and expertise in the project area.

In the event that a member of the "key personnel" performs in a manner that is deemed unacceptable by the District and the District notifies Contractor but Contractor fails to correct the problem, the District reserves the right to disallow all costs associated with the unacceptable work.

The District shall have the rights, at its reasonable discretion, to request removal of key personnel at any time.

The departure of key personnel in providing services to the District or unsuccessful replacement of such key personnel may be considered as a basis of termination by the District of this Agreement.

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

**11. DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.

**12. WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent cause by the District's willful misconduct.

Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor agrees to indemnify, hold harmless and defend District, Board of Trustees, and each member thereof, and every officer, employee and agent of District, from any and all liability or financial loss resulting from any suits, claims, losses or actions brought by any person or persons and from all costs and expenses of litigation brought against District, Board of Trustees, each member thereof, or any officer or employee or agent of District, by reason of injury to any person or persons, including but not limited to officers and employees of District, or damage, destruction, or loss of property of any kind whatsoever, including but not limited to that of Contractor, resulting from any or all wrongful or negligent acts, errors and omissions of Contractor or any person employed by Contractor in the performance of this agreement. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

**13. INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

A) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so

secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.

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

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

**14. ENTIRE AGREEMENT.** This agreement, including its Exhibits A, B and C comprises the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties. In the event of a conflict or ambiguity in the provisions of the entire agreement, the provisions of the principal document entitled "Professional Services Agreement" shall take precedence over the provisions contained in any exhibits; the provisions of any exhibits shall take precedence over the provisions in any other document referenced or incorporated by reference. This order of precedence shall apply unless there is a specific term that contains a different order of preference.

**15. ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

**16. GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**17. NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation,

except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

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

**19. ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

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

**21. SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

**22. TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

**23. NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.

**24. CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor financially interested (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this agreement.

**25. CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor’s directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of the account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.

**26. AMENDMENTS AND OPTIONS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties. The District may, at its sole discretion, choose to extend the term of this agreement for one (1) or two (2) consecutive one-year option periods. In the event that the District exercises this option, the agreement will be so amended in writing.

**27. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.** In the event that this agreement is funded, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor’s responsibility to ascertain if Federal funds are involved.

**A.** Contactor and any subcontractors, at any tier, shall comply with E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

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

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

Larry Eisenberg  
Executive Director  
Facilities Planning and Development

Signature  
  
Print Name  
  
Print Title

Date:

Date:

**EXHIBIT B: Non-Collusion Affidavit**

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

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

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

PROPOSER \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**EXHIBIT C: Non-Discrimination Certification**

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

Proposer hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

PROPOSER \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**EXHIBIT D; Confidentiality Agreement**

**CONFIDENTIALITY AGREEMENT**

The undersigned, a duly authorized officer of \_\_\_\_\_,

does hereby represent, warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: \_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
Authorized Officer

