

REQUEST FOR PROPOSALS
FOR CRISIS/EMERGENCY
COMMUNICATIONS AND LEGISLATIVE
PUBLIC AFFAIRS COMMUNICATIONS
NO. 20-02

RFP Timeline:

Request for Proposal Issued:	March 9,2020
Advertising in the Daily Journal:	March 9, 2020 March 16, 2020
Deadline to Submit Questions	March 25, 2020
Deadline to Respond to Questions	April 8, 2020
Deadline to Submit Proposal:	2:00 p.m., April 20, 2020 LACCD Procurement Unit 770 Wilshire Boulevard, 6 th Floor Los Angeles, CA 90017
Evaluation of Written Proposals	April 21, 2020 – April 24, 2020
Interview of top-ranking firms	April 27, 2020-April 30, 2020
Notice of Award Issued:	May 1, 2020
Board Authorization of Contract Action:	May 6, 2020 (*tentative)
Effective Contract Date:	May 7, 2020

I. INTRODUCTION

A. SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to solicit proposals for two (2) separate panels of communications and public relations service providers for the Los Angeles Community College District ("District") focused in the specialty areas of crisis communications and emergency information management and legislative public relations communications as listed in the classes below.

This RFP is intended to solicit responses from firms that will enter into a two (2) year contract to provide these services for the District with three (3) possible annual extension options exercised at the District's discretion. Once under contract as a panelist, specific issues or individual projects will be assigned to panelists through the District's Office of Communications in collaboration with other District offices as needed based upon the strategic approach, expertise, particular skills and successes of the firm, financial and other considerations as appropriate. An individual defined scope of work will be developed and agreed upon prior to the start of any project with a panelist.

B. BACKGROUND OF DISTRICT

The District was organized in 1969 and is governed by an elected, seven-member Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms. The District is the largest community college district in California and one of the largest in the nation. More background information can be found about the District online at www.laccd.edu

The District serves a population of several million residents in Southern California within an area of nearly 900 square miles of metropolitan Los Angeles and the County of Los Angeles that includes more than 30 incorporated cities and unincorporated communities. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south.

In keeping with its mission, the District provides about 230,000 full and part-time students each year with comprehensive lower-division general education, occupational and professional certificated education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The District has nine fully accredited colleges: East Los Angeles College, Los Angeles City College, Los Angeles Harbor

College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, and West Los Angeles College. The physical footprint of colleges ranges in size from 22 acres (Trade–Tech) to more than 450 acres (Pierce).

Student demographics of largest enrollment include more than 57 percent who identify as Hispanic/Latinx; 15 percent as White; 9 percent as African American, 6.5 percent as Asian

In the 2018-19 Academic Year, the District conferred more than 31,000 awards to students, including two-year degrees, degrees for transfer and certificates. The District maintains an active free-tuition program available to all first-time, full-time students, regardless of age, race/ethnicity or other demographic background. More than 10,000 students are currently part of the Los Angeles College Promise Program. In addition, the District's 2018-2019 budget totaled \$5.8 billion. This amount included \$4.3 billion of Proposition A, AA, and Measures J and CC Bonds in the Building Fund.

Over the last several years, the District has successfully sponsored pioneering legislative proposals that have made significant progress toward increasing access to a high-quality community college education for California's students. As a result, the District is publicly recognized as a leader and advocacy resource in progressive higher education legislation.

Within the District, a taxpayer approved bond program has helped provide new and upgraded facilities at District sites and the nine colleges, including, among other projects, newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

C. DISTRICT CONTACT PERSON

The District Contact Person for this RFP is given below. Potential contractors who either: (1) require clarification regarding the intent or content of this RFP; or (2) did not receive all of the materials must contact the District Contact Person. Contact regarding this RFP with any District representative other than the District Contact Person, or his/her designee, may disqualify the proposer. Requests for clarification shall be submitted in writing and may be posted on the District's website, with the responses.

**Los Angeles Community College District Attention:
James B. Watson, Procurement Manager
Business Services – Procurement Office
770 Wilshire Boulevard
Los Angeles, CA 90017
(213) 891-2430 phone
(213) 891-2490 fax**

II. GENERAL RULES AND INFORMATION GOVERNING COMPETITION

A. INTRODUCTION

The method used for this solicitation is a Request for Proposal ("RFP"). Selection of contractors will be made through competitive procurement procedures, which will include factors such as expertise, experience, strategic approach and fees to be charged, as discussed in Section V of this RFP. The following general rules and information are applicable to this RFP.

B. ACTIONS BY THE DISTRICT

The District will take the following actions:

- Advertise in the Daily Journal and other publications
- Mail the RFP to potential interested parties
- Issue addenda to the RFP if necessary, including a Q&A
- Mail notice of intention to award contract
- Recommend Board action for approval of panel provider contract(s)

C. QUESTIONS REGARDING THIS RFP

Potential contractors with questions regarding: (1) the intent or content of this RFP; or (2) the competitive proposal process procedure, may request clarification by submitting written questions in an envelope marked "Questions Relating to **RFP # 20-02**" and addressed to the District Contact Person. Answers to the questions will be provided to all proposers without identifying the submitter.

D. RFP AS PART OF FINAL CONTRACT

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

E. ORAL COMMUNICATIONS

Any oral communication by the District Contact Person, or his/her designee, regarding this RFP is not binding on the District and shall in no way modify the RFP or the obligations of the District, proposer, or contractor.

F. AMENDMENTS TO RFP

If it is necessary to amend this RFP, the District will mail formal amendments to all potential contractors who have identified themselves in writing to the District Contact Person. The District reserves the right to amend and/or modify the RFP prior to the date fixed for submission of proposals.

G. SUBMISSION OF PROPOSAL

The delivery of a proposal to the District is the sole responsibility of the potential contractor. Proposals will not be accepted subsequent to the date and time specified in the RFP.

H. IMMATERIAL DEFECT IN PROPOSAL

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the contractor from full compliance with the RFP if awarded the contract.

I. TERMINATION OR CANCELLATION

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the contractor.

J. NEWS RELEASES

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

K. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the District and will become a public record after the date and time for opening of the proposals.

L. CONFIDENTIALITY

Proposals regarding specific cases or matters and performance under the contract shall be bound by the privileges for attorney-client communication and/or attorney work product.

M. CONTRACTOR EVALUATION

Contractors will be evaluated periodically regarding their performance.

III. INSTRUCTIONS TO POTENTIAL CONTRACTORS

A. OVERVIEW

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

B. DESCRIPTION OF SERVICES

The potential contractor(s) will furnish all labor, materials, completed work products (electronic, digital, video/photographic and print) and equipment necessary to provide the issue-specific crisis/emergency communications, legislative public affairs services to the District in the identified areas of specialty. Services may include advisory, strategic planning, media management, as well as traditional (print and broadcast), online and digital written or visual communications.

C. POTENTIAL CONTRACTOR'S COST

The cost of developing a proposal is the potential contractor's sole responsibility and is not chargeable to the District.

D. TERM OF CONTRACT

The contract awarded through this RFP is expected to be effective for an initial two (2) year period with up to three (3) annual extensions at the discretion of the District.

E. CHANGES TO RFP

The District reserves the right to amend and/or modify the RFP prior to the date fixed for submission of proposals.

F. WITHDRAWAL

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

G. PROPOSAL IRREVOCABLE FOR 90 DAYS

A proposal is an irrevocable offer valid at the date scheduled for the proposal opening and for ninety (90) days thereafter.

H. NO AGREEMENT UNTIL SIGNED

No agreement with the District is effective until both parties have signed a contract and the District's Board of Trustees has approved the contract.

I. NONDISCRIMINATION CLAUSE

During the performance of the contract, the contractor shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, age or sex. The contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The District may conduct voluntary, anonymous surveys regarding the make-up of professionals, paraprofessionals and staff of the panel members after the

panel has been selected.

J. PROPOSAL SUBMISSION AND OPENING

Only hard copies of proposals will be accepted. Each proposal must be submitted by 2:00 p.m. on April 20, 2020. No proposals will be accepted after this time and date. The address for submission of proposals is:

**Attention: Mr. Jim Watson, Contracts
Manager
Los Angeles Community College District -
Contracts Office
770 Wilshire Boulevard, 6th
Floor Los Angeles, CA 90017**

The proposals will be opened at 2:00 p.m. on April 20, 2020. If the address for proposal submission and/or proposal opening is changed, all bidders will be notified by mail. All proposals must be signed and become property of the District.

K. PROTEST OF AN AWARD

Any proposer that submitted a proposal that was responsive to this RFP and wishes to file a protest of the award shall do so in compliance with the District's Business Operations and Policy Procedures, PP-04-09, Bid Protests and Appeals, a copy of which is attached hereto as Attachment A. As described in Attachment A, the procedure for filing and processing protests vary depending upon whether the amount of the bid or proposal exceeds the statutory bid threshold. A Protest of an Award under this RFP shall comply with the provisions of the protest rules that govern bids or proposals that exceed the statutory bid threshold.

IV. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the development and presentation of a proposal. Each potential contractor must adhere to these requirements and submit all of the following documents and data.

B. COVER LETTER

The cover letter shall briefly summarize the potential contractor's ability to perform the services specified in the RFP. The letter shall also state the potential contractor's willingness to perform the work outlined in the RFP and to enter into a formal contract with the District. A person authorized to commit the potential contractor to a contract must sign the letter.

C. TABLE OF CONTENTS

If a proposal exceeds ten (10) pages, it must include a table of contents with page references for the principal sections.

D. CONFIDENTIALITY, NONDISCRIMINATION AND NONCOLLUSION

Each proposal must include the following completed and signed forms:

1. Confidentiality Agreement (Attachment B).
2. Certification of Nondiscrimination (Attachment C).
3. Non-collusion Affidavit (Attachment D).
4. Template Services Agreement (Attachment E) with "noted Exceptions or Deviations" requested by the proposer.

E. DESCRIPTION OF QUALIFICATIONS

1. Each proposal must include a description of the potential contractor's qualifications. A potential contractor may also use this section to describe any enhancements or additional services not mentioned in the RFP.
2. Each proposal should identify the key persons to be assigned, provide their resumes, and describe their experience with the following areas. Each proposal must also include a brief description regarding the firm's recruitment, selection, and outreach process for applicants to the firm. Potential contractors are not required to offer services in every area public relation identified, but are encouraged to offer services in each area for which they are qualified. The following areas are needed by the District.

a. Class 1 Matters – Crisis Communications and Public Emergency Information Management

The District is seeking one or more firms with demonstrated expertise in crisis and/or emergency communications management, including all related work-product development, at both proactive and reactive stages specifically within the community college and/or community college district environments.

Selected proposer(s) must be available on a 24/7 basis, as needed, per issue or situation, to consult and monitor crisis or emergency communications and to help develop all necessary strategies and materials needed per situation or incident.

Proposer(s) must provide evidence of completed work that illustrates a proven record of expertise and relevant success in these specialized fields relating to a higher education environment. This would include detailed, specific examples of completed crisis and/or emergency communications work and the results of such work, not just in an advisory capacity, but examples of work plans, use of measurement tools and the production of deliverable communications materials on behalf of a college or district.

Proposer(s) must also provide evidence of appropriate staffing with prior expertise in crisis and/or emergency communications, including during the activation of an emergency operations center, to produce all necessary materials in all formats and in multiple languages and multiple communications platforms appropriate for the ethnic and multi-lingual diversity of the Los Angeles media market.

The crisis or emergency communications management work that might be required could occur due to any emerging situation or issue, known or unknown, regarding the full spectrum of operations at a community college or district. Emerging situations frequently could involve specific instances that have become public and/or discussed in a negative or “breaking news” way within various public arenas, online, on social media and via the news media.

Crisis or emergency information management work that could be required may involve situations or incidents involving, but not limited to, college/district personnel, elected officials, students, programs and activities by, or at, a college or district. In addition, other external crisis or emergencies that may require assistance due to outside sources could include human-caused or natural disasters, in which there is an urgent, time-sensitive need, possibly in an emergency operations center environment, to develop and disseminate a variety of accurate, multi-platform, multi-lingual information to the public and/or the news media.

Under such conditions, the Proposer(s) must be able to provide:

1. Development for, and the review of, new or existing general or issue-specific crisis communications plans
2. Real-time and/or timely consultation during a crisis or emergency to advise and help produce appropriate communications strategies that are effective and measurable to de-escalate growing areas of concern relating to the higher education landscape
3. Real-time assistance for monitoring, reports and analysis of all traditional media and social media channels (mainstream, ethnic and underserved platforms) for a crisis or emergency
4. Production for all relevant internal and external messaging and materials, including, but not limited to, news releases, press kits, briefing papers, fact sheets, press conferences, focus groups, info graphic illustrations, photos, videos and online web- or social media-based communications.
5. Effective outreach strategies and materials to multi-lingual, ethnic and underserved communities

b. Class 2 Matters – Legislative & Public Affairs Communications

Due to the District’s important success in sponsoring pioneering legislative proposals that have made significant progress increasing access to a high-quality community college education for California’s students, the District is seeking to engage a firm or firms that will assist with maintaining this momentum at the federal, state and local policymaking levels

with issue-specific, targeted media and public affairs outreach campaigns. The work will help the District to build support for its legislative policy and advocacy agenda with strategic marketing, and media messaging that can be tailored with a cohesive voice across owned and earned platforms.

Selected proposer(s) must be available during regular business hours and, in some circumstances, during evenings and weekends, as needed, per issue or situation, to complete the issue-specific work for the District.

Proposer(s) must provide evidence of completed work that illustrates a proven record of expertise and relevant success in these specialized fields relating to all aspects of legislative and public affairs communications in higher education environment. This would include detailed, specific examples of completed media relations and public outreach coinciding with success passage of legislation benefitting California's Community College System, not just in an advisory capacity, but examples of work plans, use of measurement tools and the production of deliverable communications materials on behalf of a college or district.

Proposer(s) must also provide evidence of appropriate staffing with prior expertise in this specialized communications and public affairs field to produce all necessary materials in all formats and in multiple languages and multiple communications platforms appropriate for the ethnic and multi-lingual diversity of the Los Angeles media market as it relates to federal, state and local legislation and related public affairs.

In addition, due to the dynamic nature of the legislative and policy making processes, emerging situations frequently could involve specific instances to quickly help gather momentum via stakeholder, special interest, public and news media arenas in which proposer(s) must demonstrate ability to quickly respond to both positive and negative s

situation's that can impact the issue-specific legislative and public affairs efforts for which the proposer(s) work is required.

Under such conditions, the Proposer(s) must be able to provide:

1. Issue-specific news media and social media materials, including, but not limited to, news releases, media kits, fact sheets, white papers, issue statements and distribution of the same in targeted media outlets, platforms and multiple languages and ethnic markets.
2. Ongoing support services for the duration of the issue assigned.
3. Assist the District with issue-related media inquiries, including identification of, and coordination for, media opportunities such as press conferences, briefings and interviews.
4. Media tracking services and comprehensive multi-platform coverage reports for the issue.
5. All production of communications outreach and relationship-building materials with targeted community groups/advocates, stakeholders, relevant local businesses,

educational institutions and other potential partners that support LACCD's legislative agenda and budget requests.

6. Implementation of a full spectrum communications strategy for legislative and budget proposals, including, but not limited to traditional methods as well as existing or new social media platforms.
7. Development and completion of specific issue-related marketing and media materials related to any current or future economic impact reports generated by the District and/or outside entities that relate to the economic impacts and benefits of the District, its colleges, facilities, personnel, construction/bond programs for capital improvement on the local, regional, state or national economies.
8. Complete development, production and distribution of "Legislative Newsletters" for the District in multiple languages, platforms and frequency as determined necessary by the District.

ADDITIONAL REQUIREMENTS FOR PROPOSER(S) IN BOTH PANELS

Please identify any additional areas of public relations for which the potential panel member is offering services. Proposer(s) may submit proposals to work on either one or both classes of matters.

Each proposer shall list at least one other client, especially higher education or governmental agencies, where the potential panelist is currently providing these types of highly specialized communication and public relations services. Proposer(s) will provide the following information regarding its higher education and/or governmental clients: name, address and telephone number of the client(s) and contact person(s) who may be contacted for verification of the data submitted and discussion of satisfaction with the potential contractor's services.

F. FEES AND SERVICES

1. Each proposal must include a detailed description of the proposed fee schedule, including the fees or percentages paid to the firm(s) for media buys.
2. Each proposal should identify any and all hourly rate(s) for proposed services.
3. Each proposal must identify reimbursables and requested rates for each line item requested.

G. REPORTING

1. Each proposal should specify the potential contractor's capability and readiness to provide electronic reports in lieu of traditional mail and telephone calls.

H. NUMBER OF COPIES AND DELIVERY OF PROPOSAL

Five (5) copies shall be submitted in a sealed envelope. One of the copies shall be marked "Master" and contain original signatures in all locations requiring a signature. The remaining copies do not require signatures. The sealed envelope, which should clearly identify the potential contractor in the return address location, should be sent to:

Proposal for Crisis and Emergency Management Communications and Legislative Public Affairs Communications

Attention: Jim Watson, Procurement Manager

Los Angeles Community College District

Business Services – Procurement Office

770 Wilshire Boulevard, 6th Floor

Los Angeles, California 90017

If the above address changes, all potential contractors known to the District will be notified by mail. Proposals may be mailed or delivered in person. Proposals will be date and time stamped upon receipt. No proposals will be accepted after 2:00 p.m. on April 20, 2020. The District is not responsible for mail delays or traffic delays including delays as a result of mishandling by District personnel. It is the potential contractor's sole responsibility for ensuring its proposal has been timely received by the District.

V. PROPOSAL EVALUATION PROCEDURES

All proposals opened at the Proposal Opening will be evaluated to determine if they are responsive. Those proposals that are responsive will then be evaluated for its written submission. The three (3) highest ranked firms in each class will be recommended for interview and evaluation for which the Selection Committee shall make recommendations to the District one or more awarded contracts to those potential contractors whose proposals are in the best interest of the District. The District may reject all proposals if none are considered advantageous to the District or the District may withdraw its proposal solicitation at any time during the procurement process.

A. EVALUATION QUESTIONS

During the evaluation process, District staff may have questions about a proposal. Each potential contractor shall make available a representative for answering specific questions, either orally or in writing.

B. PROPOSAL EVALUATION

1. Written Proposals

Selection Committees for Class 1 and Class 2 Matters will be convened. The Selection Committees shall first review and evaluate the written proposals. All proposals will be evaluated using the following factors:

- a. (40%) Professional qualifications including but not limited to:

- Experience of firm members in overall public relations for higher education entities.
 - Experience and expertise of firm members in each specialty area offered in this proposal.
 - Prior successes in area of service being offered.
 - Satisfaction of clients.
 - Firm's recruitment approach to obtain and retain qualified firm members.
- b. (35%) Fees and services.
- c. (10%) Small, Local, and Emerging, Disabled Veteran Business Certification
- d. (5%) Reporting.
- e. (5%) Student Engagement and Internship Opportunities
- Firm's commitment to extending paid or unpaid internship opportunities to District students.
- f. (5%) Additional considerations raised by the proposals.

After the final Written Proposal Score based on the average of the scores submitted by the evaluators. The District at its sole discretion may select up to the three (3) highest ranking firms in each class to interview with the Selection Committee. The interview scores shall be based upon the following:

- (10%) Professional qualifications, experience, demeanor, and presence.
- (25%) Ability to effectively communicate with District staff, its clients, outside stakeholder groups, the news media, elected officials and other outside interested parties directly or indirectly affiliated with the District.
- (15%) Ability to work collaboratively with District staff to successfully create, present to the District's Board of Trustees.
- (50%) Responses to interview questions
 - The Chair of the applicable Selection Committee shall prepare a standard list of interview questions for each firm to respond to. Committee members may ask other clarifying questions during the interview. However, the scoring shall be based primarily on the answers to the questions on the standard list and from any related follow-up questions.

**CERTIFICATION OF LOCAL, SMALL, AND
EMERGING, DISABLED VETERAN BUSINESS**

The undersigned, a duly authorized officer of _____, does hereby certify, represent and warrant the following statement(s) below: (Please check all statement boxes that apply.)

- A. Bidder/Proposer is a "Small" business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.
- B. Bidder/Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- C. Bidder/Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- D. Bidder/Proposer is a "Disabled Veteran Owned" business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.

Date: _____

Name of Bidder/Proposer

By: _____

Authorized Officer Signature

Title

- Each Selection Committee member shall complete a score sheet for each proposer interviewed. The average score from the score sheets shall be the final score for that proposer. The District may offer none, some or all proposers interviewed for inclusion into the pool of firms offering services in the identified specialty areas.

VI. ADDITIONAL REQUIREMENTS AS A CONDITION OF CONTRACT

Upon award and as a prerequisite to a final contract, a contractor will be required to comply with the following:

A. AUTHORIZATION TO DO BUSINESS

A contractor must be licensed to do business in the State of California, and must furnish its tax identification number. If a contractor is a sole proprietor or partnership, the contractor must furnish a copy of a current business license issued in California. If the potential contractor is a corporation, it must be approved by the California Secretary of State to do business in California.

B. INSURANCE

As a condition of final award, a contractor must provide proof of required insurance to the satisfaction of the District.

ASSIGNMENT OF MATTERS

Contractors will be assigned matters in accordance with applicable District regulations. The District reserves the right to modify its regulations at any time, and from time to time.

C. BILLING

1. Invoices shall identify the billing time increment and billing cycles.
2. Reimbursed Costs shall be identified separately.

D. WRITTEN REPORTS

1. Written reports are to be prepared every sixty (60) days and upon major developments or otherwise requested by the District.

ATTACHMENT A

PP-04-09 - BID PROTESTS AND APPEALS



PP-04-09 BID PROTESTS AND APPEALS

I. OVERVIEW

It is the policy of the District to afford due process to suppliers that have participated in a competitive procurement process and believe they have not been accorded fair treatment or that the selection process was materially flawed.

This process extends to suppliers whose bids have been rejected as “non-responsive” to a solicitation or which have been declared “non-responsible” and ineligible for award. At the same time, it is not the District’s intent to unnecessarily delay the award of contracts resulting from legitimate processes or provide a forum for bidders interested solely in denying business to their competitors.

Accordingly, this section establishes the rules and procedures for vendors to protest the recommended awards resulting from requests for quotes, invitations for bids or requests for proposals. Different rules and procedures are applied to purchases below and above the statutory bid threshold.

Since most purchases below the statutory bid threshold are delegated to the colleges and purchasing regions and are transacted informally (e.g. orally, via email or fax, through catalog pricing), with the objective of expediting the transactions, the protest process is correspondingly abbreviated and college-based. Conversely, because purchases equal to or exceeding the bid threshold are reserved to the District Contracts and Purchasing Section and are transacted in a formal manner, with resulting contracts requiring prior approval by the Board of Trustees, the protest process is equally formal and administered by the District Business Services Office.

This section does not cover the process for bid protests of public works projects under the California Uniform Cost Accounting Act (CUPCAA). This process may be found in the Facilities Section or in Board Rule 7103.6.

II. PROCESS

A. Purchases below statutory bid threshold

1. Filing of protest

A supplier that has submitted a quote or proposal to a college for less than the statutory bid threshold, and wishes to lodge a protest



against the award to another supplier (hereafter in this section, "Protestor"), supplier must comply with the following:

- (a) Submit such protest in writing to the Vice President of Administrative Services of the college (hereafter in this section, "Vice President");
- (b) The protest must be submitted within two (2) business days of notification of the proposed award; and
- (c) The protest letter must state the basis for the protest and the remedy sought.

2. Disposition of protest

Upon receipt of a protest, the Vice President will:

- (a) Suspend award pending disposition of the protest;
- (b) Notify the supplier recommended for award (hereafter in this section, "Awardee") about the protest; and
- (c) Invite the Awardee to submit, within two (2) business days of notice of the bid protest, any information in support of the award.

If the Vice President upholds the protest, this decision and its basis will be conveyed in writing to the Protestor, the Awardee, and any other supplier that submitted a quote or proposal. The communication will also declare the college's intention to: (a) award to another supplier, or (b) cancel the solicitation and re-solicit quotes or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

If the Vice President denies the protest, this decision and its basis will be conveyed in writing to the Protestor and all other suppliers that submitted a quote or proposal. In denying the protest, the Vice President may declare the college's intention to: (a) award to the Awardee; or (b) cancel the solicitation and re-solicit quotes or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

Whether upholding or denying the protest, if the Vice President elects to cancel the solicitation and not re-solicit for at least six months, then the decision on the protest and the action will be deemed final and there will be no further avenue of appeal for any party.



3. Appeal

Except where the Vice President's decision is deemed final as stipulated above, any supplier notified of the Vice President's decision on a protest must, within two (2) business days of notice, appeal the decision in writing to the President of the college and include in the appeal to the President the same information as required for the original protest. The disposition of the appeal will be handled in the same manner as the protest.

The President's decision on the appeal will be conveyed to all parties in writing. The President's decision in the matter will be final and there will be no further avenue of appeal for any party.

4. District Office transactions

If the protested transaction is for the District Office, the initial protest described above will be directed to the Director of Business Services and the appeal will be to the Deputy Chancellor, whose decision in the matter will be final. Such decision will be communicated to all parties in writing within a reasonable time period after the decision is made.

5. Notice of protest procedures

The procedure described above will be provided upon request to any supplier that requests information on how to protest an award below the statutory bid threshold. The procedure for supplier protest will be made available on the LACCD website.

B. Purchases at or above statutory bid threshold

1. Filing of protest

A supplier that has submitted a sealed bid or proposal to the District under a solicitation estimated to equal or exceed the statutory bid threshold, and wishes to lodge a protest against the award to another bidder/proposer, must comply with the following:

- (a) Submit such protest in writing to the Director of Business Services at the District Office (hereafter in this section, "Director");
- (b) Protests must be submitted within five (5) business days of notification of the proposed award; and



- (c) The protest letter must state the basis for the protest and the remedy sought.

2. Disposition of protest

Upon receipt of a protest, the Director will:

- (a) Suspend award pending disposition of the protest;
- (b) Notify the Awardee about the protest; and
- (c) Invite the Awardee to submit, within two (2) business days of notice, any information in support of the award.

If the Director upholds the protest, this decision and its basis will be conveyed in writing to the Protestor, the original Awardee, and any other supplier that submitted a bid or proposal. The communication will also declare the District's intention to: (a) award to another bidder/proposer, or (b) cancel the solicitation and re-solicit bids or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

If the Director denies the protest, this decision and its basis will be conveyed in writing to the Protestor and all other suppliers that submitted a bid or proposal. In denying the protest, the Director may declare the District's intention to: (a) award to the Awardee; or (b) cancel the solicitation and re-solicit bids or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

Whether upholding or denying the protest, if the Director elects to cancel the solicitation and not re-solicit for at least six months, then the decision on the protest and the action will be deemed final and there will be no further avenue of appeal for any party.

2. First appeal

Except where the Director's decision is deemed final as stated above, any supplier so notified of the Director's decision may:

- (a) Submit within five (5) business days of notice of the Director's decision, an appeal in writing to the Chancellor, who may elect to delegate disposition of the appeal to the Deputy Chancellor.
- (b) Appeal to the Chancellor or Deputy Chancellor (collectively, hereafter in this section, "Chancellor") and such an appeal must include the same information as required for the original protest. Disposition of the appeal will be handled in the same manner as the protest.



The Chancellor's decision on the appeal will be conveyed to all bidders/proposers in writing. Whether upholding or denying the appeal, if the Chancellor elects to cancel the solicitation and not re-solicit bids or proposals for at least six (6) months, then the decision on the appeal and the action will be deemed final and there will be no further avenue of appeal for any party.

3. Final appeal; public hearing

Except where the Chancellor's decision is deemed final as stipulated above, any bidder/proposer so notified of the Chancellor's decision may:

- (a) Submit within five (5) business days of notice of the Chancellor's decision, an appeal in writing to the Board of Trustees (hereafter in this section, "Board") and request a public hearing on the appeal at a regularly scheduled Board meeting before action is taken on the recommended award.
- (b) Appeal to the Board and such an appeal must include the same information as required in the Chancellor's appeal.

Upon receipt of such appeal, the Board will defer award (if one is recommended) until after disposition of the appeal. The Board will also notify the Awardee about the appeal and invite that party to (a) submit information in support of the award, and (b) appear at the public hearing if one is requested. Both the public hearing on the appeal and the award of contract, if one is recommended, may appear on the same public board agenda. Notice of the action taken by the Board will be conveyed to all bidders/proposers within a reasonable time period.

If an appeal is filed but no public hearing is requested, or if the appellant fails to appear for a requested public hearing, the Board may rule summarily on the appeal or postpone a decision until a future date. Notification of the action taken or decision made by the Board will be provided to all bidders/proposers within a reasonable time period.

If a public hearing is held, the Board will take testimony from the appellant and others that wish to speak on the matter before rendering a decision on the appeal. The Board, in its discretion, may limit the time allotted to testimony or the type of information that may be presented.

If the Board denies the appeal, it may proceed to award the contract if one is recommended on the Board agenda. If the Board



upholds the appeal, then the Board may: (a) declare its intent to award to another bidder/proposer and direct staff to place a recommendation for said award on the next available Board agenda, or (b) cancel the solicitation and order the re-solicitation of bids or proposals, or (c) cancel the solicitation and order that bids/proposals not be re-solicited for at least six (6) months. The Board's decision on the appeal will be final, with no avenue for further appeal, and will be conveyed to all bidders/proposers in writing. Notification of the Board's decision will be communicated to all bidders/proposers within a reasonable time period after the decision is made.

4. Notice of protest procedure

A true and accurate summary of the rules and procedures for filing a protest, as described in II.B.1 above, will be included in any invitation for bids or request for proposals for purchases at or above the statutory bid threshold. Thereafter, a copy of the rules and procedures governing appeals will be furnished to each Protestor as part of a response to the protest. The protest procedure will also be made available on the LACCD website.

5. Recordkeeping

File records containing documentation on supplier protests and appeals, including but not limited to correspondence and written decisions, shall be maintained by the Office of the Vice President of Administrative Services or in the Office of the Director of Business Services respective to the dollar threshold of protest initiation.

Files should be kept in a chronological, complete and orderly manner as these documents constitute the administrative record for the process afforded to a specific supplier by the District in a particular case and could be exposed in potential litigation with a supplier or subject to a California Public Records Act request.

III. LEGAL AUTHORITY AND CITATIONS

Public Contract Code sections 10290, 20650-20660, 22030-22045

Education Code sections 81550 et seq, 81641, 81651

Government Code section 53060



**LOS ANGELES COMMUNITY COLLEGE
DISTRICT
BUSINESS OPERATIONS POLICY AND
PROCEDURES**

***Date Updated: August 19, 2008
Supersedes: Month Day, Year
Original Issue Date: June 17, 2008***

Board Rules 7100, 7100.16 and 7102.16, 7103.6

04-02 – Types of Transactions

04-06 - Large Purchases

Government Code sections 6250-6270

ATTACHMENT B

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of

(Type or print complete legal name of firm),

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

ATTACHMENT C

CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

Proposer hereby certifies 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 or mental disability, 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 _____, 2020.

PROPOSER _____
(Type or print complete legal name of firm)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT D

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

(Name) _____,

being first duly sworn, disposes and says that he or she

(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, proposal depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion

Affidavit this _____ day of _____, 2020.

PROPOSER _____

(Type or print complete legal name of firm)

BY _____

(Signature)

Name _____

(Type or print)

Title _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT E
PROFESSIONAL SERVICES AGREEMENT

With noted "Exceptions or Deviations" to the Agreement
PROFESSIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By: _____
[Name of College]

[College Address]

Attn: _____
[Contact name and phone number]
("College")

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE: _____

TERM OF AGREEMENT: _____

RECITALS

WHEREAS, the District may contract for professional services to the extent permitted by law;
and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein;

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

AGREEMENT

- SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties. In performing the Services, Contractor hereby designates the following as "Key Personnel" under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the District.

<u>Name</u>	<u>Contractual Function</u>	<u>Estimated Hours</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 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 (and any goods in connection therewith) furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.
- FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.

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.
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 can 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. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
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 caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or 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. **AMENDMENTS.** 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.
- 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. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**
 - A) If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
 - B) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - C) No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or

Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

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

CONTRACTOR

DISTRICT

LOS ANGELES COMMUNITY
COLLEGE DISTRICT
By: THE BOARD OF
TRUSTEES OF THE
LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

SPECIFICATIONS:

EXHIBIT B

SCHEDULE OF PAYMENT

TOTAL FEE: \$ _____
(broken down as follows):

\$ _____

\$ _____

\$ _____

COSTS (IF ANY)
NOT INCLUDED IN FEES: \$ _____