

LOS ANGELES COMMUNITY COLLEGE DISTRICT

Procurement Office – 6TH Floor 770 Wilshire Boulevard Los Angeles, CA 90017

REQUEST FOR PROPOSALS (RFP) No. 21-03 for SAP SUCCESS FACTORS IMPLEMENTATION SERVICES

RFP TIMELINE

All times are Los Angeles local time

Subject to change at the sole discretion of LACCD

Advertisement Notification	Thursdays, April 1 and 8, 2021
RFP Posted	Thursday, April 1, 2021
Questions Submission Deadline	12:00 Noon
	Monday, April 12, 2021
Answers Posted	Close of Business
	Tuesday, April 20, 2021
Proposal Submission Deadline	12:00 p.m. Noon
	Monday, April 26, 2021
Interviews (if needed)	Wednesday, May 19, 2021 and/or
	Thursday, May 20, 2021
Notice of Intent to Award Agreement	Tuesday, June 22, 2021
Anticipated Board Date for Approval	Wednesday, July 7, 2021
Effective Contract Date	Thursday, July 8, 2021

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1. **INTRODUCTION**

1.1 **Purpose and Scope of RFP**

The Los Angeles Community College District intends to engage a professional services integrator for the implementation of SAP Success Factors and Learning Management System with electronic digital signature and four (4) software module with a single professional services entity with integration with the SAP Enterprise Resource Planning System – SAP ECC 6.0

The SAP Enterprise Resource Planning System serves all LACCD locations including its Educational Services Center "District Office" and its nine colleges as shown on the below map. The system also serves the District's current satellite locations.

The LACCD may reject all proposals and decide to withdraw its RFP in its entirety.

1.2 About the District

The District was organized in 1969 and is governed by an elected 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 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 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.

In keeping with its mission, the District provides about 230,000 full and part-time students each year with comprehensive lower-division general education, career and technical 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 career preparation, civic engagement, 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 Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, Los Angeles Pierce College, and West Los Angeles College. The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Tech College) to over four hundred fifty acres (Los Angeles Pierce College). Within the District, taxpayer approved bond programs have 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.

Student demographics of largest enrollment include more than 58.6 percent who identify as Hispanic/Latinx; 14.9 percent as White; 8.8 percent as African American, 6.5 percent as Asian.

In the 2019-20 Academic Year, the District conferred nearly 30,000 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 demographic background. More than 10,000 students are currently part of the Los Angeles College Promise Program. In addition, the District's 2020-2021 budget totaled \$5.6 billion. This amount included \$3.9 billion of Bond funding for the District's building program Propositions A/AA and Measures J/ CC.

1.3 **Detailed Description of the Required Scope of Services**

The Los Angeles Community College District intends to engage a professional services integrator for the implementation of SAP Success Factors and Learning Management System with electronic digital signature.

The Los Angeles Community College District currently uses a third-party application that is a standalone cloud product and is not connected to the HR System resulting in less efficient processes than desired. This project will implement SAP Success Factors and the SAP Learning Management System with digital signature to create an integrated Human Resources System that is digital, nimble, mobile, and positioned for the future that lends itself well into a fluid digital environment where expedient decisions are needed on a frequent basis.

The following SAP Success Factors modules are targeted for implementation. **Modules:**

For On-Boarding	
For Electronic Recruitment	
For Digital Signature	
For Learning Management System	

The goal of the project is to implement\migrate to SAP Success Factor and Learning Management System for the Los Angeles Community College District which includes all of the (9) Colleges and the Educational Services Center (District Office) in a phased approach. The Success Factors modules – On Boarding (OB), Electronic Recruitment (ER), Digital Signature (DS) in Phase I and for Phase II the Learning Management System (LMS).

Phase I	Success Factors On-Boarding, Electronic
	Recruitment, Digital Signature and

	Employee Central (only these functions needed to make the above to work).
Phase II	Success Factors Learning Management System

Each numbered Service in the list above is detailed in the following narrative sections of this RFP.

Organizational Scope

This project is for implementation services to implement SAP Success Factor and the SAP Learning Management System and integrate it into the LACCD SAP ECC 6.0 Human Resources System.

and Business Warehouse for the Los Angeles Community College District (LACCD) with includes nine campuses and the Educational Services Center.

Functional Scope

Functional scope includes the implementation and integration of the following applications, systems and Services:

- Implement Success Factors On Boarding, Electronic Recruitment, Digital Signature, and SAP Learning Management System.
- Integration of Success Factors with SAP ECC 6.0 Human Resources using HANA Cloud Integration (HCI) Middleware
- Middleware configuration and setup
- Integration of the SAP Learning Management System with SAP ECC 6.0 Human Resources and Success Factors.
- Data conversion from legacy employee recruitment system
- Configuration of DocuSign for electronic digital signature
- Business Reporting for On Boarding, Electric Employee Recruitment and Learning Management System.
- Requirements for the business rules to be used for Success Factors and Learning Management
- Configuration of Success Factors and the Learning Management System per LACCD Requirements.
- Development of any Custom Coding required to enhance the business process
- Setup of Basis Components as it pertains to the implementation and integration of Success Factors, and Learning Management System.
- SAP Security updates and development as it pertains to the implementation and integration.
- Setup of a support environment landscape with the integration of Success Factors and SAP LMS system with the current SAP Support Environments - Sandbox, Development, Quality Assurance and Production environments for development, training, testing and troubleshooting.
- Training LACCD staff both functional and technical on Success Factors and LMS Support.

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- Documentation functional and technical on Success Factors and LMS Support
- Help Desk Support\Hyper Care
- Unit Testing of application
- User Acceptance Testing
- Architecture Diagram
- Functional application break fix development
- Development of interfaces
- Knowledge transfer and training

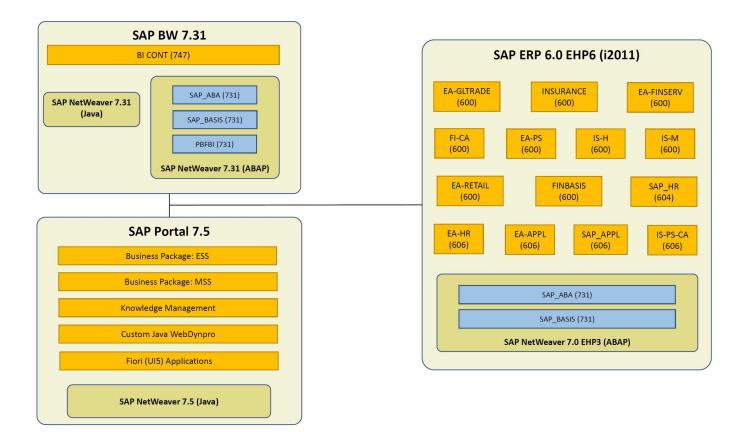
1.3.1 CURRENT SAP LANDSCAPE

The current SAP Landscape consists of SAP ECC 6.0, EHP 6.0, Business Warehouse 7.31, and Enterprise Portal 7.5, and NetWeaver 7.31 (JAVA) running on Oracle release 11.2.0.3. The landscape mentioned are supported by a DEV, QAS, Sandbox and Production Environments. The District uses both the SAP Enterprise Portal and the Business Warehouse Portal, Business Objects, GRC, SRM and utilizes FIORI.

The LACCD currently uses a legacy third party cloud application for on boarding and electronic recruitment. The third-party legacy application is not integrated with SAP Human Resources (HCM). LACCD does not currently use an integrated Learning Management System

Note: There may be a parallel project for the upgrade\migration to SAP HANA. We expect that we will be able to schedule around this to avoid any significant impacts.

The following Charts graphically present the current SAP landscape:



Current Application Landscape

The following table identifies the SAP Applications <u>utilized at LACCD</u>.

Human	Finance	Materials	Facilities
Resources		Management	Management
Personnel	Funds	Procurement	Work Order
Administration	Management		Management
Organization	Budget	Inventory	Management
Management	Management	Management	Resource Planning
Benefit	Grants	RFID	Work Request
Management	Management		Management
Time Management	General Ledger	Contracting	
Payroll	Work Break	Supplier	
Management	Down Structure	Relationship Management**	
Standalone third	Planning Budget		
party cloud-based	and Formulation		
application (OB, ER).			
Success Factors:	Accounts Payable		
Onboarding (OB),			
Electronic			
Recruitment (ER),			
and			
Digital Signature			
(DS)*			
Success Factors:	Controlling		
Learning			
Management			
System (LMS)*	Accet Accounting		
Success Factors* Employee Central (Only	Asset Accounting		
the components needed for			
the above to work)			
	Project System		
Blank	Available Value		
	Control		
Blank	Budget Control		
	System		
Employee Self	Manager Self	Business	Business Objects
<u>Service</u>	Service	<u>Warehouse</u>	
	Manger Desktop		
<u>Collaboration</u> Folders	Workflow		

*New implementation applications as part of the Success Factors RFP ** Internal project

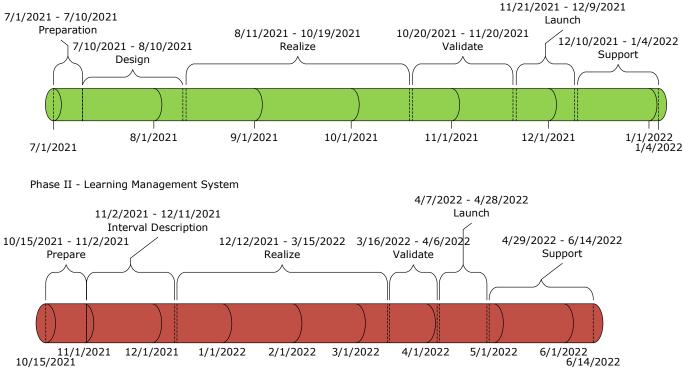
1.3.2 Implementation Schedule

Project Schedule

Estimated dates; Actual date will be determined as part of the RFP process.

SAP Success Factors Implementation (Services) – Two Schedules (Estimated) is separated into two phases.

Phase I - Modules (Employee Recruitment, On-Boarding, Digital Signature)



1.3.3 Quality Assurance ("OA") Testing

HP Hewlett Packard Application Life Cycle Management(AKA HPALM)

The Hewlett Packard Application Life Cycle Management product, (AKA "HPALM") and Quality Test Professional Version 11.0 are used by LACCD as the main QA Application testing tool application. All required test scripts and certifications to confirm an Application is ready for implementation (AKA "Go Live") must result from use of this testing tool.

The Vendor is expected to use this tool during the certification process. The LACCD requires at least three (3) "dress rehearsals" that demonstrate the complete preparedness and functionality of new Application's prior to its implementation (AKA "Go Live"). The testing shall include, but is not limited to, Integration Testing and User Acceptance Testing (often referred to as "UAT"). with three dress rehearsals for testing

and certification.

The following RACI tab for testing activities is provided below, showing the roles and responsibilities of the parties

Key (as above): **R** = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Testing Responsibilities	Vendor	District
Test Case Development (scripts and scenario) and Testing Certification – QAS	R, A	A
Test Case Sandbox (scripts and scenario) and Testing Certification – SB	R, A	A
Test Case Development (scripts and scenario) and Testing Certification - DEV	R, A	С
Test Case Development (scripts and scenario) and Testing Certification - PRD	R, A	С
Dress Rehearsals 1- 3	R	A

1.3.4 Implementation Strategy Details

Landscape

The District seeks to implement SAP Success Factors - On Boarding, Electronic Recruitment, Digital Signature, and SAP Learning Management Solution and connect all appropriate modules to the LACCD SAP HR system. The LACCD Human Resource System is the master record for all employee data. The implementation plan will be to minimize down time. The project will include the implementation of SAP Success Factors with the LACCD SAP environment for testing, troubleshooting, custom business rule development, and sharing of data between the two SAP Systems.

The Success Factors and Learning Management Application will also be integrated into the LACCD SAP Enterprise Portals, SAP ECC using HANA Cloud Infrastructure (HCI) as the middleware with Single Sign On. As part of the project the conversion of data from the legacy electronic Recruiting application to SAP HR and Success Factors is required. The following documents are required as part of the project – Requirements Matrix, Integration Diagram, Conversion data plan, Infrastructure Diagram, Network Diagram, Communication Diagram, Business Process Configuration matrix, Remote Function Call (RFC) updates and correction, Interface updates and adjustment, the connection of the

LACCD SAP Landscape (Development, Quality Assurance, Sandbox, and Production) environments and connecting them to the corresponding Success Factors and Learning Management System - Landscape - Production, Sandbox, Development, and Quality Assurance environments. The setup, repair and update of SAP Security roles and profiles due to the implementation, the testing and repair of any interface data being shared between SAP Human Resources and SAP Success Factors and SAP Learning Management System.

The Vendor will provide training to LACCD staff in the setup, use and maintenance of the Success Factors application using a train the trainer approach. The Vendor will lead the District staff in a training support role when appropriate.

Go Live support and eight (12) weeks of Hyper-care be required until the system is determined to be stable and functioning appropriately along with completion of knowledge transfer and staff training.

1.3.5 Staffing

Required Experience:

The successful vendor will staff the project as outlined in the Table below that identifies roles and responsibilities. Job functions are *italicized*.

Key (as above): R = Responsible, A = Accountable, C = Consulted, I = Informed

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ID #	Staff Role and Project Responsibilities	Vendor	District
1	<i>Project Team Leader</i> – Success Factor / LMS Certified	R, A	A
2	Basis Lead Administrator and Architect - Success Factors / LMS Certified	R, A	A
3	<i>Basis Administrator</i> with Success Factors / LMS and SAP and strong experience with SAP HANA HCI, HCM Add On for SF.	R, A	С
4	<i>Developer</i> with experience in connecting the middleware HANA Cloud Integration between Success Factors and ECC and the HCM Add on.	R, A	С

5	<i>Developer – Success Factors / LMS configuration.</i>	R, A	A
6	Security – Success Factors / LMS	R, A	А
7	<i>Functional Developer</i> – Success Factors / LMS	R, A	A
8	Trainer – Success Factor / LMS	R, A	А

Please note: The District will provide personnel for this project with internal resources with BASIS skills, Developers (JAVA, ABAP, Script writing, Quality Assurance), security administrator and Business Process Designers (Human Resources, Time Management, Payroll, Benefits, Portal and FIORI) and Business Warehouse and Business Analyst (HR).

1.3.6 Firm Experience

Required Experience:

The selected firm must have led at least six full cycle SAP Success Factor implementations projects. Be an SAP-certified integration partner with specialized experience with Success Factors modules for On Boarding (OB), Electronic Recruitment (ER), Digital Signature (DS), and Learning Management System (LMS). The selected firm will have a certification with SAP's Learning Management System (LMS) and strong experience with integration with SAP ECC 6.0 Human Resources and capability to configure and develop the middleware (HCI) with the HCM add on for integration of the Success Factors modules with the ERP Central Core (ECC). The following key consultant staff roles, in addition to other required consulting staff are required to support the successful implementation of SAP Success Factors (OB, ER, and DS) and Learning Management System and will be provided by the successful winning group:

- Project Leader Success Factor \Learning Management Consultant Experienced project Leader with quality assurance, program manager, project manager, functional lead or similar role with at least four Success Factors implementation projects specializing in On Boarding, Electronic Recruitment, Electronic Signature and Learning Management with at least three full cycle public sector Success Factors projects, including at least three higher education implementation projects.
- Basis Lead Administrator Success Factors \Learning Management Experienced Success Factors/Learning Management System Basis Administrator with at least four integration projects with ECC 6.0 Human Resources. Strong integration experience with ECC 6.0 HR and Success Factors and Learning Management System with HCI, HCM Add On.

Basis Administrator - Success Factors\Learning Management
 Experienced Success Factors/Learning Management System Basis Administrator with at
 least four integration projects with ECC 6.0 Human Resources. Strong integration
 experience with ECC 6.0 HR and Success Factors and Learning Management System
 with SAP HCI, HCM Add On.

Developer/Configurator

Success Factors\Learning Management middleware integration and HCM Add On with five years' experience with configuration and integration between SAP Success Factors and ECC.

Architect – Success Factors/Learning Management

Overall design of implementation / integration and test plan, network design. Maybe combined as one with the Basis Lead Administrator.

 Security Administrator Success Factors \ Learning Management Experienced Security Administrator with at least five implementation projects

with Success Factors and Leaning Management upgrades with integration to ECC 6.0 Human Resources.

• Developer Success Factors \ Learning Management

Lead Developer with at least five implementation projects experience. Proficient in JAVA and ABAP and Success Factors and Learning Management System configuration.

Functional Success Factors \ Learning Management

Experienced functional implementation expert with at least six full cycle implementations and at least two Public Sector implementation projects. Strong skills with Success Factors and Learning Management System configuration in On Boarding, Electric Recruitment and the Learning Management System.

Trainer Success Factors \ Learning Management

Experience Success Factor Learning Management Trainer with 3 implementations. Proficient in training documentation, tools, and training management.

1.3.7 Functional and Technical Scope

Functional scope includes the implementation and integration of the following applications, systems and Services:

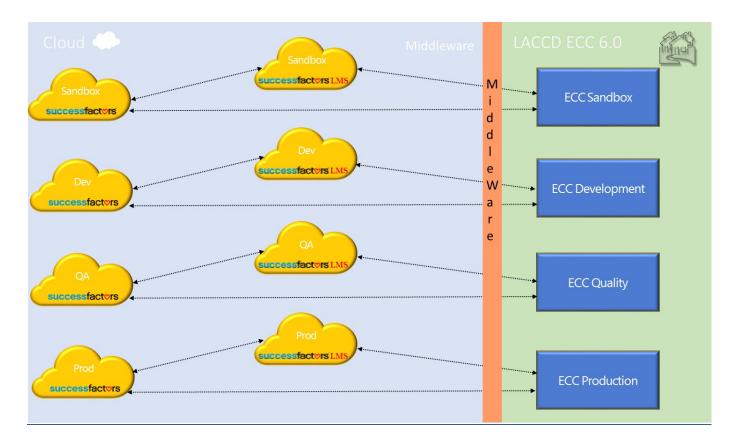
- Implement Success Factors On Boarding, Electronic Recruitment, Digital Signature, and SAP Learning Management System.
- Integration of Success Factors with SAP ECC 6.0 Human Resources using HANA Cloud Integration (HCI) Middleware
- Middleware configuration and setup
- Integration of the SAP Learning Management System with SAP ECC 6.0 Human

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Resources and Success Factors.

- Data conversion from legacy employee recruitment system
- Configuration of DocuSign for electronic digital signature
- Business Reporting for On Boarding, Electric Employee Recruitment and Learning Management System.
- Requirements for the business rules to be used for Success Factors and Learning Management
- Configuration of Success Factors and the Learning Management System per LACCD Requirements.
- Development of any Custom Coding required to enhance the business process
- Setup of Basis Components as it pertains to the implementation and integration of Success Factors, and Learning Management System.
- SAP Security updates and development as it pertains to the implementation and integration.
- Setup of a support environment landscape with the integration of Success Factors and SAP LMS system with the current SAP Support Environments - Sandbox, Development, Quality Assurance and Production environments for development, training, testing and troubleshooting.
- Training LACCD staff both functional and technical on Success Factors and LMS Support.
- Documentation functional and technical on Success Factors and LMS Support
- Help Desk Support\Hyper Care
- Unit Testing of application
- User Acceptance Testing
- Architecture Diagram
- Functional application break fix development
- Development of interfaces
- Knowledge transfer and training

<u>Environment</u>



Note: The integration between Success Factors and ERP Central Core (ECC) preferred LACCD method is via HCI (HANA Cloud Integration) with the SAP HCM Add on product.

Interfaces Development Scope

The District has interfaces to multiple systems for Benefit, Retirement, Emergency Contacts and Reporting, Medical benefits etc. These interfaces may break and may need to be adjusted as a part of the implementation and will need to be repaired. The successful vendor is to support and work with LACCD staff to repair, migrate or change the program to ensure the continued operation of these programs. The thinking is that there will not or little impact.

A RACI table for Interface activities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, A = Accountable, C = Consulted, I = Informed

Interface Development Responsibilities

	Project Responsibilities	Vendor	LACCD
1	Identify Interfaces	R	С
2	Repair Interfaces	R	A
3	Test Interfaces	R	A

Technical Scope

The LACCD will utilize the latest generally available (GA) versions of SAP Success Factors and SAP Learning Management System and any associated applications and tools. This will include the integration to the existing LACCD Support Environments of Development, Quality Assurance, Sandbox and Production systems. If the vendor has any tool they propose as part of the project and included in the project they should identify the tools and if there is any additional cost associated with their use for the project. The vendor would provide the tool used by LACCD for the project as part of the project and at no additional cost to the District.

Success Factors On	Success Factors Learning	Hana Cloud Migration (HCI)
Boarding	Management System	middleware
Success Factor Electronic	Success Factors Employee	
Recruitment	Central – Only as needed	
	to enable the SFOB, SFER,	
	and SFDS to work.	
Success Factor Digital	*SAP Human Capital	* Note: HCM Add On has
Signature	Management Add On (HCM	built in functionality for
	Add On)	SFTP.

Performance Testing Assumptions and Obligations

Testing the applications to insure they are working correctly after the implementation is a critical area. The District requires a robust testing plan to certify that the integration has been successful.

User Acceptance Testing

The District requires three full system integration test cycles. All critical defects will be tested until the defects have been resolved.

A RACI table for testing activities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

	Project Responsibilities	Vendor	LACC D
1	Create Test Plan (Three full integration Test Cycles)	R	R
2	Prepare the integrated test environments - Sandbox (SF, LSM with ECC 6.0 HR, EhP 6.0 or 8.0)	R	R
3	Perform Application integration security, and BASIS Testing	R	С
4	Test and Verify Application (SF, LSM, ECC 6.0 HR, EhP 6.0 or 8.0)	R, A	R, A
5	Test and Verify Security Setup with Single Sign On	R	R
6	Propose test templates to be included in testing and incorporate into HPALM testing application	R	I
7	Create Test Scripts	С, І	R
8	Execute Test Scripts	С, І	R
9	Resolve Issues identified during testing	R	A, C, I
10	Document Issues and Resolutions	R	R

Project Approach

The Services under this SOW will use the Accelerated SAP ("ASAP") methodology and or the SAP Activate Methodology with associated documentation. Vendor staff should be familiar with this methodology and such methodology as mandated by this project. Deviation from this required approach may deem a proposer non-responsive.

A RACI table for Project Preparation $\$ Prepare activities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Project Responsibilities	Vendor	District
Project Charter	С	A, R
Project Team Organization Chart	А	A
Project Staff Plan	R	А
Project Work Plan	R, A	A
Communication Plan	С, І	A, R
Project Standards and Procedures	A, R	A, R
Issue Resolution Plan	A, R	С
Landscape Architecture Design	R, A	С
Technical Architecture Design	R	C

Phase 1 - Project Preparation \ Prepare

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Data Conversion Plan	R, A	A
Middleware Architecture Design	R, A	A
Security Design Plan	R	А
Requirements: Business Process review based on requirements	R	С
Knowledge Transfer Plan	R, A	A
Integration review, analytics and design	R, A	A
User Readiness Assessment Matrix / Plan	R	A
SF / LSM Backup and Disaster Recovery Plan	R	A
SAP SF / LMS Training	R, A	A
Integration / Regression and unit testing plan	R, A	A

Phase deliverables:

- Project Charter
- Project Team Organization Chart
- Project Staff Plan
- Project Work Plan
- Communication Plan
- Project Standards and Procedures
- Issue Resolution Plan
- Landscape Architecture Design
- Data Conversion Plan
- Technical Architecture Design
- Middleware Architecture Design
- Knowledge Transfer Plan
- Integration review, analytics and design plan
- Requirements: Business Process Review
- User Readiness Assessment Matrix/Plan

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- Back up and Disaster Recovery plan
- SAP Training services
- Regression and unit testing plan

Project Task Summary

ID	Description	Details
1	Project Charter	General Scope, Schedule and Budget with overarching goal, expected results and strategy
2	Project Team Organization Chart	Project Team Organization with roles and responsibilities.
3	Project Staffing Plan	Detail staff as defined in the Project Organization chart with time assignments, length of assignment, type of staff (skills), with process knowledge and skill requirements.
4	Project Work Plan	Detail project work plan with timeline, tasks, effort with sequencing and dependences for all phases of the project with resource assignments. Using MS Project.
5	Communication Plan	Complete communication plan with protocols, escalation procedures, relationships, and trigger points including any change orders.
6	Project Standards and Procedures	Written and documented project procedures including testing, communications, quality control, usage of tools (MS Project, Collaboration Folders, Naming conventions, document storage, access and retentions, non-disclosure agreements, access authentications etc.
7	Issue\Defect Resolution Plan	Full plan of issue\defect resolution plan with escalation protocols, approvals, severity definition with monitoring and tracking.

8	SAP Training services	Training services to be provided for the ongoing support and maintenance for the Success Factors and Learning Management System Landscape, and new skill set required to maintain and update.
9	Landscape Architecture Design	Full detail Architecture landscape diagram of current and future Success Factors and Learning Management Landscape environments coupled with the LCCD ECC Support Environments.
10	Data Conversion Plan	Plan with strategy to migrate and convert the data out of the legacy cloud application to SF.
11	Technical Architecture Design	Technical Architecture diagram with machine detail, type, CPU, Storage, Memory, Network etc. of the future Landscape. The cloud SF and LMS Landscape.
12	Requirements: Business Process review based on requirements	Business Process requirements review and plan for the translation into Success Factor configuration and Learning Management System and identification of any custom program\configuration.
13	Knowledge Transfer Plan	Complete Knowledge transfer plan for imparting any Success Factors and Learning Management support skills, documentation, and training for maintaining the systems. This should include, q cards, cheat sheet, user guides, and videos and hand on trainings topics, timeline, targets and trainers with a survey evaluation for effectiveness of training, trainer and trainee. Including recommend training.
14	Integration review, analytics and design plan	The review and plan of the integration design and touch points between Success Factors\LMS and ECC 6.0 Human Resource and BASIS Components.
15	Interface review and analytics and repair plan.	Interface review and analytics for the identification and the adjustment to any interfaces broken as a result of the implementation or may need to be adjusted.
16	User Readiness Assessment Matrix/Plan	Complete readiness assessment – technical, skill set, environment etc.

17	Back up and Disaster Recovery plan	Plan for the backup and recovery of data kept in the Success Factor and LMS Systems and integration with ECC 6.0 Human Resources.
18	Exceptions and Fixes	Support and provide fixes or updates to any technical or functional issues which are due to the technical implementation of the SAP applications in scope
19	Business Process Documentation and Training	Business Processes and Procedures that may be implementation and documents and procedures and skill sets may need to be adjusted to continue the high-quality support the District has been accustomed to receiving. The will require the update of policy and procedures documentation and training for employees. This training will include SF/LMS administration Training for BASIS and SAP Developers.
20	Middleware Architecture Diagram	Diagram of using HANA Cloud Migration (HCI) with the SAP HCM Add On between Success Factors and ERP Central Component (ECC).

Phase 2 – Business Blueprint\Explore

A RACI table for Business Blueprint activities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Project Responsibilities	Vendor	District
Identify Strategic Objectives	А	А
Overview of the Project Preparation	А	А
Identify Supporting Data	С	А

Conduct Blueprint Workshops - Technical Diagram (Technical) - Middleware Architecture Diagram - Integration assessment design SF, LMS) - Requirement Matrix (Business) - Custom Program assessment and development plan - Data conversion plan - Network design - Architecture design - Backup and DRC assessment - Security Assessment (w/SSO) - Skill set assessment - Integration/Regression Testing F - Project Plan and task (PM)	(ECC,	C

Blueprint Document	A, R	С
- Support environment	,	
- Future State Landscape Architecture		
Diagram (All environments)		
- Middleware Architecture Diagram		
- Hardware Architecture Diagram		
- Requirement Matrix		
 Custom Program\configuration 		
development plan		
- Data Conversion Plan		
- Back up and Disaster		
Recovery Plan - Network Architecture		
Diagram		
- Unit and User Acceptance test plan		
- Security update plan		
- Integration plan		
- Regression Testing Plan		
- Training requirements		
- Updated Project Plan		
SAP SF / LSM Technical Environments	R, A	С
Established		
- SF / LMS System Administration	R, A	С
Organization Change Management		
deliverables		
- Create end-user training plan	A, R	А
- Leadership Alignment workshops	Α	С
- Stakeholder Management deliverables	С	А
- Business Readiness deliverables	С	А
 Project Change Control 	R, A	A

Project Team Training

Project Team Member Training will be provided as part of the project and will be part of the Project Preparation \ Prepare Phase. The Training needs to occur before the Business Print Phase is started and completed before the end of Business Blue Print Phase.

A RACI table for Team Training activities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Project Responsibilitie	Vendor	District
Project Team	R, A	A, C
Train the Trainer	A, R	С
Unit and Integration testing and	A, R	А
Train LACCD project Team	Α	С
Training	А	С
LACCD Project Team Members	С	А
Trained and efficacy survey		

Phase deliverables:

- Project Preparation
- SF / LMS Workshops
- Blueprint Documents
- SAP SF / LMS Technical Environments Established (Integrations)
- System Administration Procedures Document
- Organization Management
- Project Team Member Training
- End-User Training Plan
- Organization Change Management
- Project Change Control
- Business Readiness deliverables
- Training Efficacy Survey

Phase 3 – Realization Phase

A RACI table for project responsibilities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Project Responsibilities	Vendor	District
Implementation of SAP Success Factors/SAP Learning Management System with integration to Production Systems (ECC 6.0, Portal, SSO).	A, R	A
Complete Integration Test Plan	A, R	С
Data Conversion	A, R	С
Complete Integration Test Execution	A, R	А
Complete Integration of the non- Production environments integration – Development, Quality Assurance, Sandbox with corresponding Success Factors and Learning Management.	A, R	C
Complete Stress Testing	A, R	С
Integration from\to SF\LSM to ECC 6.0	R, A	С
Production, Testing and Training	A, R	А
Organization Change Management	A, R	С
- Stakeholder Action Plans	С	А
- Business Readiness deliverables	A, R	А
- Organization Alignment	С	А
- Project Change Control	R, A	А

Phase deliverables:

- Final Configuration Unit Testing Sign-Off
- Integration Test Plan
- Integration Testing Sign-Off
- Stress Testing Sign-Off
- Regression Testing Sign-Off
- Non-Production environment integration established
- Stress Testing and adjustments completed

- Production, Testing and Training environments established
- Organization Change Management

Phase 4 – Final Preparation \ Deploy Phase

A RACI table for testing activities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Project Responsibilities	Vendor	District
Create implementation / Integration	A, R	С
Create Post Production Support Plan	A, R	А
Execute Go-Live Readiness Check	A, R	А
Complete Integration / Regression End-User	A, R	А
Production Cutover Plan Drafted	A, R	С
Complete Cutover Upgrade Testing (begin go-live)	A, R	A
Help Desk Procedures Updated	С	А
Staff Training	R	А

Phase deliverables:

- Implementation / migration Plan
- Post Production Support Plan
- Go-Live Readiness Check
- Production Cutover Plan
- Cutover Testing Sign-Off
- Updated Help Desk Procedures
- End User Integration\Regression Testing
- Staff Training_

Phase 5 – Go-Live and Support /Deploy Phase

Go-Live and Support Phase Responsibilities

A RACI table for Go Live and Support activities is provided below, showing the roles and responsibilities of the parties.

Key (as above): R = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Project Responsibilities	Vendor	District
Execute Final implementation / integration	A, R	А
Quality Assurance Post Go-Live Checkpoint	A, R	A
Support Desk and Hyper Care established	A, R	С

Phase deliverables

• Production System implementation\integration Sign-Off

Project Methodology

Vendor shall utilize the Accelerated SAP ("ASAP") methodology and or the SAP Activate methodology.

Project Governance

Project Governance will be identified and clarified in the Project Charter during Project Preparation Phase.

A. Computer Equipment and Software Specifications

Office space, standard office supplies, hardware and standard software will be provided by the District.

B. Location of Work

The majority of related may be performed at the LACCD Educational Services Center located in downtown Los Angeles, California OR may be performed off site. Any offsite support needs to be approved by LACCD as part of the project agreement or upon request from vendor before any offsite work can commence.

C. Work Timeframes

Consultants will be staffed in accordance with the project work and staffing plans, which will be developed in Phase 1 – Project Preparation\Prepare. Most likely this will be a five-day work week. There will be no exceptions without LACCD prior approval.

D. Project Duration

The term of the contract resulting from this procurement is anticipated to be 18 months in duration and will start on or about July 8, 2021. The planned Go Live will be in two phases. The first phase Go Live date is estimated at January 9, 2022. The second phase is estimated at May 28, 2022. The project scope may be reduced due to inadequate funding or increased due to project needs as determined by the LACCD.

E. Fixed Price Contract

Fixed Price Contract. The parties agree that the all-inclusive hourly rates will be assigned by role and in

the initial term contract resulting from this procurement. The Price Matrix with included detail in Attachment A should add up to the total cost of the implementation services **and should be provided in Microsoft Excel format.**

F. Payment Information

An invoice shall be submitted according to contract terms per each phase. Payment is for each phase of the project as defined above.

Phase 1 - Project Preparation\Prepare:	10%
Phase 2 – Business Blueprint\Explore:	15%
Phase 3 – Realization Phase:	20%
Phase 4 – Final Preparation Phase\Deploy	25%
Phase 5 – Go-Live and Support Phase	25%
Post-implementation Retention	
(for a period of six months after Go-Live Phase)	5%

At a minimum, the following information must be included on the invoice, which shall be placed on company stationery:

- Date of invoice
- Contract Number
- Contract Name
- Total dollar amount per person requested shown by multiplying the hours worked by the contracted hourly rate
- A summary of hours used to date
- Deliverables, if applicable
- Signature of authorized person
- Date of signature
- Provider's address and contact person's name and phone number to whom the remittance should be sent

The final invoice must be submitted within 30 calendar days of contract end, without good cause. Failure to do so may result in the forfeiture of any payment due.

It is anticipated that all consulting hourly rates included in any contract resulting from this solicitation will be travel expense inclusive.

The LACCD welcomes a diverse pool of proposers to submit to the RFP. This includes those firms that have received LGBTQIA certification by recognized municipal agencies.

2. GENERAL INFORMATION

2.1 Proposal Submittal

The proposer shall submit to the District a printed original and six (6) copies of its proposal, together with one **(1) copy on a USB drive** containing an electronic version of the proposal in Microsoft Word format **identical to the paper version**, no later than **12:00 p.m. Noon Pacific Time, on Monday, April 26, 2021.** Proposals are to be enclosed in a sealed package plainly marked and displaying the proposer's legal name and the words "<u>Proposal Responding to RFP</u> **No. 21-03: SAP Success Factors Implementation Services.**"

Mail or deliver proposals to:

Brent Hurwitz, Sr. Procurement Specialist Los Angeles Community College District Business Services Division 770 Wilshire Boulevard – 6th Floor Los Angeles, CA 90017-3719 Phone: (213) 891-2430 Email: HurwitB@LACCD.edu

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 or e-mail will not be accepted**. If handdelivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking. LACCD does not provide parking accommodations to proposers submitting proposals.

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**

Questions are to be submitted in writing by email to Brent Hurwitz at HurwitB@LACCD.edu on or before 12:00 p.m. Noon on Monday, April 12, 2021 (the "Questions Submission Deadline), with the Subject line "Questions for RFP No. 21-03 SAP SUCCESS FACTORS IMPLEMENTATION SERVICES."

Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer 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 its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer. Written responses from the District will be posted on the website:

http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx

2.3 **<u>RFP Addenda/Clarifications</u>**

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, written addenda will be posted at

http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx.

It shall be the responsibility of the proposers to check the website for addenda issued. All addenda issued shall become part of the RFP. Proposer's acknowledgement of the addenda must be declared in the proposal. See <u>EXHIBIT D</u>

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 to cancel all or part of this RFP.

2.6 Joint Offers

Joint proposals are not acceptable; however, the District may select colobbyists or multiple lobbyists. Multiple firms may submit together as long as the structure is such that one firm acts as a prime and others act as subcontractors. In this case, LACCD will execute a contract with the firm acting as the prime contractor. The District may designate a lead within the selected firm(s).

2.7 Proposed Contract

The Sample Form Agreement presented in <u>EXHIBIT F</u> (Professional Services Agreement) of this RFP is the agreement proposed for execution with the successful proposer. 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 Form Agreement, or the proposer's inability to comply with any of its provisions of the Sample Form Agreement, must be declared in the proposal, as provided in the following Section 2.8, Exceptions and Deviations.

2.8 <u>Exceptions/Deviations</u>

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the Sample Form Agreement, must be declared in writing in EXHIBIT E within the proposal; failure to do so will prevent proposer from asserting its inability to comply with the terms or conditions later on. Such exceptions or deviations must be segregated as a separate element of the proposal under Exhibit E- "Exceptions and Deviations to Sample Form Agreement." The District will make a good faith effort to consider contractual issues identified by vendors and LACCD requires all proposing vendors to similarly make a good faith effort to comply with the District's sample agreement terms and conditions.

Proposals that mandate the use of vendor standard services contract,

rather than utilizing the District's standard services contract will result in that firm's proposal being judged non-responsive and these proposals will be rejected. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

Section 7 – Term of Agreement

Section 18 – Governing Law

Section 19 – Non-Discrimination

Section 22 – Board Authorization

Section 27 – Requirements for Federally-Funded Contracts

Section 28 – Accessibility Requirements

- Section 29 Family Educational Rights Privacy Act (FERPA)
- Section 30 Compliance with Law

The proposer's attention is directed particularly to Section 15 in the Sample Form 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.

2.9 Exemption from Disclosure.

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the Los Angeles Community College District, except for information declared at the proposal opening date. All proposals submitted will become the property of the Los Angeles Community College District. The preparer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any firm claiming such an exemption must also state in the bid that "the bidder agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District.

2.10 Protests

Any proposer that has provided a sealed bid or proposal to the District

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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, provided the proposer has complied with PP-04-09, Bid Protest and Appeals. http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Documents/04-09-bid-protest-and-appeal.pdf. The Annual Adjustment Bid threshold for 2021 is \$96,700.

In order to be considered, all protests must be in writing and filed with and received by LACCD, not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought. Protests received by LACCD after this date will be returned to the sender.

Director of Business Services Los Angeles Community College District 770 Wilshire Blvd, Sixth Floor Los Angeles, CA 90017

Failure to timely file the proposal protest shall constitute grounds for the District to deny the proposal protest without further consideration of the grounds stated therein.

2.11 Term of Contract

The contract awarded through this RFP is expected to be effective for approximately 14 or more months from July 8, 2021.

3. PROPOSED FORMAT AND CONTENT

3.1 <u>General</u>

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 form, content, and sequence of the proposal should follow the outline presented below.

3.3 **Proposal Content**

3.3.1 <u>Transmittal Letter/Introduction</u>

The letter of transmittal shall include the first 6 bullet points and be addressed to, Procurement Manager, 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;
- Name, title, address and telephone number and email address 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 California 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 Proposals and Related Experience

This section should establish the ability of the proposer 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 co-lobbyists included in the offer.

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.
- Noteworthy Proposals for providing the required services to

LACCD. Specifically highlight those Proposals that distinguish you from your competitors, and provide the names of three successful recent accounts in the past three years in the areas of lobbying and/or governmental consulting.

3.3.4 Proposed Staffing and Project Organization

This section should discuss the staff of the proposing firm who would be assigned to work for LACCD. Demonstrate that the firm has professional personnel, by identifying the key parties to perform under contract with LACCD and by providing their resumes. In addition, please include a staffing organization chart of the key parties presented for the engagement. The evaluation will consider amongst other factors, length of practice, education, training, relevant experience and longevity with the firm.

3.3.5 Work Plan

This section should describe how the proposer would perform the scope of work to the satisfaction of the District. Specify what resources would be expected and/or required from the District, such as a central point of contact, work space, equipment and information. The firm should demonstrate its knowledge and experience with California's government- elected officials and staff, Los Angeles Congressional delegations and California State and local government officials, agencies and representatives along with the process by which the firm identifies areas of concern and also follows up on any requested assignments, surveys or research projects. Also, describe how this information will be communicated to the LACCD Chancellor and his designee, and evidence of the ability to effectively communicate the results.

3.3.6 <u>References</u>

A minimum of four (4) references to be included with contact names and information.

• 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/email address. Include a current client list and organizations or entities that your firm currently provides services to that may pose a conflict or require that you represent positions that are contrary to positions approved by LACCD.

3.3.7 Fee Structure / Cost Proposal

- Each proposal must include a description of the proposed fee schedule for the work to be performed.
- Each proposal should identify any and all hourly rate(s) for proposed services.
- Each proposal should identify any expected reimbursables and rates that may be requested by the proposer if engaged to do business on behalf of the District such as travel expenses, copying or messenger services.

Please complete Attachment A "Price Matrix"

to identify proposed fees, hourly rates and any expected reimbursables associated with this proposal.

3.3.8 Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, including the Sample Agreement presented in <u>EXHIBIT</u> <u>F</u> If you wish to present alternative approaches to meet LACCD's work requirements, these should be thoroughly explained in EXHIBIT E

3.3.9 Appendices

- Supporting Documents: Furnish as appendices those supporting documents (e.g., staff resumes and bio's) 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.

3.3.10 Authorization to do business in California

Proposers must be authorized to do business in California. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with its proposal a copy of a current business license issued in California. If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of evaluation of the proposal. The Proposer should provide the corporate number issued by the Secretary of State with its proposal. Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement.

3.3.11 <u>Mandatory documents proposer must submit within the</u> <u>sealed response</u>

- (a) Completed and signed Noncollusion Affidavit (**EXHIBIT A**)
- (b) Completed and signed Certificate of Non-Discrimination (**EXHIBIT B**)
- (c) Completed Confidentiality Agreement (**EXHIBIT C**)
- (d) Acknowledgement of all addenda issued by the District (**EXHIBIT D**)
- (e) Completed and signed Exceptions and Deviations (<u>EXHIBIT</u>
 <u>E</u>)
- (f) Completed and signed SLEDV disclosure (**EXHIBIT G**)

GRACE PERIOD FOR MISSING OR INCORRECT FILING OF ITEMS (a) THROUGH (f) ONLY:

In the event that a firm fails to submit all or any part of items (a) through (f) above with its submission or if any submitted item is incomplete or incorrect, the Procurement Office will notify the firm and the firm shall have an additional two (2) business days to submit the missing item to the Contracts Office. Failure to submit the missing item will result in the disqualification of the Firm if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the firm's Proposal being considered in the form in which it was originally submitted.

4. PROPOSAL EVALUATION AND CONTRACT AWARD

4.1 Evaluation Process

An evaluation committee consisting of LACCD staff members and/or outside associates will review, analyze, and evaluate all proposals received.

After completing its evaluation of the proposals, the committee will recommend for contract award the proposer that is judged to best meet the requirements of the RFP.

District will then begin contract negotiations with this vendor to obtain acceptable contracts from these vendors. If LACCD cannot come to acceptable contract terms with the first vendor within a fixed timeframe, that the District will specify, the District will terminate negotiations and move to the next set of vendors that can provide an acceptable solution.

If a mutually agreed upon contract is negotiated, District will request approval of the contract from its Board of Trustees and shall execute a contract with the proposer. If a contract cannot be successfully negotiated with the selected vendor, District may move on to negotiate a contract with another proposer within the highest ranked group.

District reserves its right to award to a single proposer, reject all proposals and issue a new RFP, or reject all proposals and reopen the proposal process.

4.2 **Evaluation Criteria for Written Proposals**

Proposals will be evaluated in accordance with your response to the criteria outlined above in Section 3.

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.

CRITERIA FOR WRITTEN PROPOSAL SCORING	Relative Weight
Qualifications and Experience	25
Staffing and Organization	20
Work plan / Technical Approach	20
Cost / Price	15
Interview and references	10
Small, Local, Emerging Disabled, Veteran Business Certification (SLEDV)	10
TOTAL	100

4.3 **Evaluation Criteria for Interviews**

If interviews are conducted, these 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.

CRITERIA	Relative Weight
Extent of expertise and knowledge in the Project Organization - Chart\Team with Success Factors	30
Extent of expertise in Project Management, and Implementation Plan	30
Expertise in Project Quality Control	15
Demonstration	15
Extent of the culture fit with LACCD and ability to communicate effectively	10
Total Possible Points	100 Pts.

4.4 Contract Award

It is the intent of the District to award a contract or contracts as the result of this RFP to the highest ranked proposer(s). This may lead to

one vendor being awarded a single contract or multiple vendors awarded at the LACCD's discretion. However, the District reserves the right to apportion the requirements of this RFP among multiple contractors or to apportion all the services described in this RFP to a single vendor if this is determined to be in its best interests. The District reserves the sole right to make this determination. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees.

Award, if made, is expected on or about Summer 2021

ATTACHMENT A - PRICE MATRIX

Price Matrix: Enter all team members hours as identified in the matrix below.

All SAP related services must be performed by a SAP Certified Integration Partner.

Project Manager	Billable Hours	Hourly Rate	Hours X Rate
Project Preparation			
Business Blueprint			
Realization			
Final Preparation			
Go-Live			
Other [Describe]			
Total Project Manager			
Team Leaders	Billable Hours	Hourly Rate	Hours X Rate
Project Preparation			
Business Blueprint			
Realization			
Final Preparation			
Go-Live			

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Other [Describe]			
Total Team Leaders			
Team Members	Billable Hours	Hourly Rate	Est. Cost
Project Preparation			
Business Blueprint			
Realization			
Final Preparation			
Go-Live			
Other [Describe]			
Total Team Members			

ATTACHMENT B - Interfaces

Number	Production	Description
1	Vision Resources (AKA Cornerstone)	Creates files sending information on LACCD org structure and active employees to CCC Foundation to set up User accounts and administration for Vision Resource Center to assign and track trainings for employees.
2	Cal STRS - DB Retirement Contributions	Create file to send earnings and pension contributions for CalSTRS Defined Benefit members and potential eligible members.
3	Cal PERS - Retirement Contributions	Create to update earnings and pension Contributions
4	Wage Works - HRA	Generate monthly and open enrollment files.
5	Cal PERS (Medical)	Create file to create, update and change employee medical benefits.
6	Delta Dental	Generate monthly and open enrollment files.
7	E-Disclosure	Export Vendor information from SAP to DisclosureDocs application and to import conflict information from DisclosureDocs.
8	Cal STRS - CB Retirement Contributions	Create file to send earnings and pension contributions for CalSTRS Cash Benefit enrollees. New version in development to meet requirements for new STRS system. Uploaded to STRS site via secure connection.
9	WageWorks – COBRA	Creates file of employees and/or dependents newly eligible for COBRA to send to WageWorks via secure connection, so WageWorks can send notifications out

10	VSP	Generate monthly and open enrollment files
11	LACCD SIS (Peoplesoft)	Creates a file with data on
	Employee file	active faculty assignments to
		send to SIS. File moved
		between SIS and SAP servers
		via batch jobs
12	LACCD SIS (Peoplesoft) Address	Creates a file with data on active
	File	faculty addresses to send to
		SIS. File moved between SIS
		and SAP servers via batch jobs
13	LACCD SIS (Peoplesoft) Class	Uploads files with class
	Assignment file	assignments from SIS and
		updates Infotype 9001.
		Downloads return file of records
		processed with successful
		updates. Files moved between
		SIS and SAP servers via batch
1.4		jobs
14	LACCD SIS (Peoplesoft)	Uploads file with all class
	Discrepancy report	assignments from SIS and compares to data in Infotype
		9001. Creates a Discrepancy
		report that is emailed to
		designated recipients at each
		college. File moved between SIS
		and SAP servers via batch jobs
15	Metlife (Safeguard)	Generate monthly and open
		enrollment files.
16	Background User Administration	Daily run to update IT0105,
		su01
17	IDM SYNC/ IDM SYNC ADFS	Generate email files for use in
		O365. File generated twice daily.
18	CIGNA	Generate monthly files.
19	PetAssure	Generate monthly and open
20		enrollment files.
20	TIAA-CREF Standard TSA	Generate file after semimonthly
21	TIAA-CREF STRS 457b TSA	and monthly payrolls. Generate file after semimonthly
Z1	11AA-UNLI 31N3 4370 13A	and monthly payrolls.

EXHIBIT A

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, or	
is genuine and not collusive or sham; that the	e proposer has not directly or indirectly
induced any other proposer to put in a false of	or sham proposal, and has not directly or
indirectly colluded, conspired, connived, or a	agreed with any proposer or anyone else to
put in a sham proposal, or that anyone shall r	
not in any manner, directly, or indirectly, sou	
	rice of the proposer or any other proposer, or
to secure any advantage against the public bo	
interested in the proposed contract; that all st	
and further, that the proposer has not, directly	
price or any breakdown thereof, or the conten	· • • • • • • • • • • • • • • • • • • •
relative thereto, or paid, and will not pay, any	
company, association, organization, bid depo	ository, 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 ______, 2021.

PROPOSER _____

(Type or Print Complete	e Legal Name of Firm)
-------------------------	-----------------------

By(Signature)		
Name(Type or Print)		
Title		
Address		
City	State	Zip

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EXHIBIT B

CERTIFICATION OF NON-DISCRIMINATIONTO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS PROPOSAL

Proposer hereby certifies that in performing work or providing products 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, th	e undersigned has	s executed this	Certificate o	f Non-
Discrimination	this	day of		, 2021.	

PROPOS	ER
	(Type or Print Complete Legal Name of Firm)
By	
-	(Signature)
Name	
	(Type or Print)
Title	
Address _	
City	State Zip

EXHIBIT C

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

EXHIBIT D

ACKNOWLEDGMENT OF ADDENDA

The Proposer shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

	(Signature)		
ame			
	(Type or Print)		
itle			
ddress			
ity	State	Zip	
		2	

EXHIBIT E EXCEPTIONS AND DEVIATIONS TO SAMPLE FORM AGREEMENT

The Proposer acknowledges it has seen and reviewed the Sample Form Agreement in Exhibit F and attests to the following:

- 1. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
 - a. Proposals that mandate the use of vendor standard services contract, rather than utilizing the District's standard services contract.
 - b. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.
 - Section 7 Term of Agreement Section 18 – Governing Law Section 19 – Non-Discrimination Section 22 – Board Authorization Section 27 – Requirements for Federally-Funded Contracts Section 28 – Accessibility Requirements Section 29 – Family Educational Rights Privacy Act
 - Section 30 Compliance with Law
- 2. In the event that exceptions and deviations to the Sample Form Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

□ We have no exceptions or deviations to the Sample Form Agreement

□ We have the following or the attached exceptions and/or deviations to the Sample Form Agreement.

PROPOSER

(Type or Print Complete Legal Name of Firm)

By	
-	(Signature)
Name	
	(Type or Print Name of Signer)
Title	
Address	
~ .	~ ~ ~ ~
City	StateZip

EXHIBIT F

SAMPLE FORM AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT ("District") 770 Wilshire Boulevard Los Angeles, California 90017 ("District")

("Contractor")

DATE:

TERM OF AGREEMENT: One year with an Effective Start date of TBD upon approval by the Board of Trustees of the Los Angeles Community College District on TBD.

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.

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.

2. **KEY PERSONNEL**. 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.

- 3. **CONTRACT DOCUMENTS**. The complete contract between the Contractor and the District includes the following documents as applicable: the advertisement for Request For Proposals, the RFP conditions, requirements and specifications, the Contractor's proposal and its acceptance by the District, the District's contract, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein.
- 4. 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.
- 5. **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-Chancellor of Finance and Resource Development, or designee, at the District Educational Services Center.
- 6. **EXPENSES**. The Contractor shall assume all expenses incurred in connection with

performance except as otherwise provided in this agreement.

- 7. **TERM OF AGREEMENT**. This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
- 8. **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.
- 9. **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.
- 10. **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.
- 11. **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.
- 12. **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.

- 13. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
- 14. 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, servicemark, or tradename, 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.

Each party hereto (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless to the other party, and its affiliates, successors, assigns, directors, officers, employees, and agents, from and against any and all losses, claims, liens, liabilities and expenses whatsoever, arising from or relating to the performance of this Agreement but only to the extent of the Indemnifying Party's fault hereunder.

15. **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.
- d) Business auto liability insurance with coverage at least as broad as provided by Insurance Services office form CA 00 01 with limits not less than one million dollars (\$1,000,000) combined single limit, including owned, non-owned, and hired autos;

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.

- 16. **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.
- 17. 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.
- 18. **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.

- 19. 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.
- 20. EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
- 21. **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.
- 22. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
- 23. **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.
- 24. **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 effect 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.

- 25. 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.
- 26. **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.

27. 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.

28. ACCESSIBILITY REQUIREMENTS. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see https://www.w3.org/TR/WCAG21/), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and

Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.

- 29. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.
- **30. COMPLIANCE WITH LAW.** Contractor/Vendor, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders.
- 31. **DISTRICT AUTHORITY.** The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind the District contractually. Persons acting in positions not specified above or having specific delegated authority the Board of Trustees and those in the capacity as project managers or consultants to the District do not have authority to: (1) obligate or commit the District to any payment of money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be done or materials, equipment or supplies to be delivered.
- IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los

Angeles, California, on the date set forth above.

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

By

- CONTRACTOR -

Bу

EXHIBIT G

CERTIFICATION OF SMALL, LOCAL, EMERGING, AND/OR DISABLED VETERAN-OWNED (SLEDV) 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