

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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ADMINISTRATIVE OFFICES: 770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017-3856 • 213/891-2000
Dr. Francisco Rodriguez, Chancellor



REQUEST FOR PROPOSALS (RFP) NO. 20-05 LEGAL SERVICES IN FINANCIAL FRAUD – ASSESSMENT AND REPORTING

RFP Schedule

RFP Posted	Wednesday, June 24, 2020
Questions Submission Deadline	Monday, July 6, 2020 at 3:00 PM
Proposal Submission Deadline	Wednesday, July 15, 2020 at 3:00 PM
Oral Presentations/Proposer Interviews	July 16-24, 2020
Notice of Intended Award	July 27, 2020
Board Date for Approval	August 5, 2020
Effective Contract Date	August 6, 2020

PROCUREMENT UNIT
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017
213.891.2276

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I. PURPOSE

The purpose of this Request for Proposal ("RFP") is to solicit proposals from law firms specializing in the area of financial fraud with experience in assessment, investigations and procedures for reporting. Particularly, the selected firm will be tasked to do initial work specified herein in Sections A.1.0 and A.2.0 below. Firms responding to this RFP will be evaluated for inclusion in the Los Angeles Community College District ("LACCD or District") legal services provider panel, the largest public education, community college system in the nation.

This RFP is intended to solicit responses from firms that will enter into a one (1) year contract to provide legal services for the District. Once under contract as a panelist, individual matters are assigned based upon expertise, particular skills and successes of the firm, financial considerations, and proposed strategies.

To the extent reasonably applicable, all services within the general scope of the services described herein shall be performed in accordance with the Generally Accepted Government Auditing Standards (GAGAS). It is expected that a written assessment report and a presentation of its findings shall be provided to the District Board of Trustees no later than sixty (60) days from the beginning date of the assessment to be performed.

Current legal service providers under contract with the LACCD should not submit to this RFP solicitation. If proposals are submitted from a current legal services provider, they shall not be considered for award.

II. 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 serves a population of several million residents in southern California within an area of 884 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. 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 comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The District has nine colleges: East Los Angeles College, City College, Harbor College, Mission College, Southwest College, Trade- Technical College, Valley College, Pierce College, and Wets 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).

Facilities include 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.

III. SCOPE OF SERVICES

A. Description of Services

1.0 Assessment Responsibilities

- 1.1** Identify and review any existing laws and regulations related to criminal referral and follow-up process for public agencies;
- 1.2** identify and review existing LACCD internal policies, procedures, and protocols, if any, that have been created by the District to implement a criminal referral process and make recommendations for any changes or additions thereto;
- 1.3** identify any standardized protocols for confidentiality of documentation of information relative to reports of criminal referrals and investigations, including, without limitation, document security and confidentiality, document retention and disposal, and safeguarding of the identity of confidential sources;
- 1.4** sample any criminal referrals made from LACCD to law enforcement in the last seven (7) years and determine whether the process and protocol implemented in handling such referrals were sufficient or insufficient against accepted and standard methods of public agency criminal referral processes;
- 1.5** conduct interviews with the LACCD departments and Los Angeles Sheriff Department (LASD) personnel relevant to engaging, facilitating and participating in the criminal referral process, including but not limited to Internal Audit Unit, Human Resources and the Office of General Counsel;
- 1.6** draft, develop and deliver a written and oral report to Board of Trustees detailing the findings and recommendations discovered in reviewing the LACCD criminal referral policies, procedures and protocols;
- 1.7** develop, implement, and train relevant LACCD staff in the legally accepted guidelines and best practice protocols in the criminal referral process; and,
- 1.8** advise Board of Trustees in the implementation of criminal referral process recommendations, and develop corrective recommendations and achievements.
- 1.9** Assess the handling of a specific matter assigned by the Board of Trustees involving criminal referral;
- 1.10** interview relevant persons as part of the assessment;
- 1.11** conduct accurate factual data gathering that is carefully collected, fairly analyzed, and thoroughly documented;
- 1.12** draft and deliver assessment report on the specific matter assigned and

other written work products that are timely, objective, accurate, organized, objectively presented, balanced, and presented in such a way that appropriate officials will be able to act on the information conveyed;

1.13 support conclusions, and outcomes by adequate documentation, in the matter file;

1.14 identify and include in any reports any organizational challenges affecting the ability to make criminal referral and/or perform work involving parties assigned to facilitate and coordinate the specific matter;

1.15 as appropriate, present assessment report to the Board of Trustees and release report to the public subject to any redactions if needed; and,

1.16 ensure that data gathered and analyzed as part of the assessment is accurately interpreted, logically presented, and maintained in the matter file.

2.0 Coordination and Communication

2.1 Consult with the Board of Trustees and relevant LACCD Executive Management to coordinate assessment activities;

2.2 discuss findings and recommendations, and develop corrective action plans and timetables;

2.3 keep appropriate LACCD Executive Management and the Board of Trustees properly informed of assessment activities, findings, recommendations, and accomplishments as consistent with the work assigned, legal authority, and confidentiality requirements;

2.4 provide technical advice and recommend corrective internal controls, policies, and procedures to LACCD Executive Management and the Board of Trustees; and,

2.5 develop and implement training programs for District staff to address problems and deficiencies identified during overall assessment.

IV. GENERAL INFORMATION AND GUIDELINES

A. District Contact Person

Regina Benavides
Los Angeles Community College District
Business Services Division
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
Phone: (213) 891-2430 Phone
Email: benavir@email.laccd.edu

B. Internet Access to this RFP

All documents comprising the RFP will be available on the internet at:

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

Proposers are responsible for checking the aforementioned website for posting of documents related to the RFP, including any RFP Addenda.

C. Unauthorized Communications

Proposers shall not, prior to Award, contact or communicate, either verbally or in writing, with any of the following persons (other than the person named above) for the purpose of discussing the requirements of the RFP Documents or the RFP process: (1) any trustee, officer, employee, or representative of the District; or (2) any consultant, or employee of a consultant, providing the District with assistance, advice, or professional services relating to the matters covered by the RFP Documents or who is involved in any aspect of the RFP evaluation or scoring processes. Unauthorized communication by a Proposer in violation of the foregoing may result in disqualification.

D. Interested Parties

Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more than one Proposal. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

E. Proposer Clarifications

Without limitation to the District's rights relating to the conduct and content of Negotiations, the District reserves the right, but assumes no obligation, at any point in the RFP process, to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal ("Proposer Clarifications"). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some, not all, Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be different for each Proposer.

F. False Information

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.

G. District Confirmation

The District reserves the right, but assumes no obligation, to confirm through any means available to the District the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer or a Subcontractor during face-to-face communications with the District or its representatives or consultants administering the RFP process.

H. No Joint Offers Accepted

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, "DISTRICT" intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a primesubcontractor basis, rather than as a joint venture or informal team. The firm acting as the "prime", if it receives the Award, will enter into the Agreement with the District. An example of such an arrangement in this RFP would be in regards to armored car services. Proposers which do not offer this service inhouse would subcontract that work to an armored car service provider.

I. District Determinations

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

J. Responsiveness

A Proposer who submits a Proposal that does not conform to, or a Proposer who does not conduct itself in accordance with, the requirements of the RFP may be found to be non-responsive. The District shall have the right, but not the obligation, to take all or any combination of the following actions in response to a Proposer or Proposal that is found to be non-responsive: (1) either before, during, or after scoring Proposals, disqualify such Proposer from further participation in the RFP process; (2) deny an Award to such Proposer; or (3) instruct the Evaluators that they may or shall take into consideration such non-responsiveness in their scoring. The District's rights as described above are discretionary and as such, may be exercised, not exercised, or exercised in any manner, as the District determines appropriate. If identical or substantially similar violations of the RFP occur by more than one Proposer, then the District shall endeavor to enforce or waive the requirements of the RFP in a manner that affords, as much as possible, comparable treatment to all such violating Proposers; provided, however, that there may be

variations in scoring of identical or substantially similar violations by different Evaluators, and such variations shall not be considered non-comparable treatment by the District. Consistent with the discretionary nature of the District's rights relative to a question of non-responsiveness, wherever in the RFP a term or condition of the RFP is described using words or phrases such as "required," "mandatory," "shall," "no less (or more) than," "at least," "at a minimum," or words or phrases having a similar meaning, such words or phrases shall be interpreted as being intended to draw the Proposers' attention to certain terms or conditions of the RFP that, if not met, may result in disqualification or a negative scoring and shall not be interpreted as obligating the District to disqualify a Proposer or negatively score a Proposal. In addition to the foregoing, any Proposer who at any point during the RFP process is determined by the District, in the exercise of its sole and absolute discretion, to be unable to perform the Agreement may be disqualified by the District, and if disqualified will not be allowed to participate further in the RFP process.

V. PROPOSER REPRESENTATIONS

Each Proposer submitting a Proposal in response to this RFP is deemed to have made the following representations:

- Proposer represents that its Proposals fully comply with the requirements of the RFP Documents.
- Proposer represents that each person who signed a document that is included in the Proposer's Proposals was at the time of signing, and for the duration of Proposer's participation in the RFP process provided for in these Instructions shall remain, authorized to sign on behalf of and to bind the Proposer.
- If the Proposer is a corporation, limited liability company, or limited partnership, Proposer represents that it is, and for the duration of Proposer's participation in the RFP process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing."
- Proposer represents that it has carefully reviewed the proposed Agreement and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities.

- Proposer represents that it has carefully reviewed all of the exhibits attached hereto and taken all matters disclosed thereby into consideration in preparing and submitting its Proposals.
- Proposer represents that it is, and at all times during the performance under the Agreement shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as any similar provisions of Applicable Laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens.
- Proposer represents that, at the time of submission of its Proposals, Proposer and each of its Sub-consultants and/or subcontractors possesses any licenses that may be required to hold under the terms of the RFP Documents, as well as any other licenses (if any) that it is required by Applicable Laws to hold in order to perform those services that it anticipates it will be required to perform under the terms of the Agreement.
- Proposer, being familiar with California Government Code §§1090 et. seq. and §§ 87100 et seq., represents that it does not know of any facts occurring in connection with the Proposer's preparation for, or participation in, the herein described RFP process that constitute a violation thereof and has disclosed in a separate letter attached to their proposal of any possible interests, direct or indirect, which Proposer believes any official, officer, agent, or employee of the District or any of its Colleges, or any department thereof, has that might cause such official, officer, agent, or employee to be "financially interested" (as that term is defined the aforesaid statutes) in any decision made by District in connection with the procurement that is the subject of this Request for Proposal.
- In accordance with Public Contract Code section 2204 (a), the Proposer certifies and represents that at the time its Proposal(s) are submitted, the Proposer is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Proposers are cautioned that making a false certification and representation may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that submission of its Proposal(s) shall constitute Proposer's certification and representation as aforesaid.

VI. PROPOSAL SUBMITTAL INSTRUCTIONS AND CONDITIONS

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by "DISTRICT" as well as the conditions in providing such services.

PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.

A. RFP SCHEDULE AND PROPOSAL SUBMISSION

The following is the anticipated schedule of events for the RFP process, current as of the date of issuance of the RFP:

RFP Posted	Wednesday, June 24, 2020
Questions Submission Deadline	Monday, July 6, 2020 at 3:00 PM
Proposal Submission Deadline	Wednesday, July 15, 2020 at 3:00 PM
Oral Presentations/Proposer Interviews	July 16-24, 2020
Notice of Intended Award	July 27, 2020
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The District reserves the right, at any time to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

B. PROPOSAL SUBMISSION

The proposer shall submit to the District one (1) printed original and five (5) copies of its proposal, together with one (1) USB drive containing an electronic version of the entire proposal in PDF format, addressing each of the items in this RFP and must be received by the District no later than **3:00 p.m. PST, on July 15, 2020**. Proposals are to be enclosed in a sealed package plainly marked displaying the proposer's legal name with the following notation, "RFP No. 20-05 Legal Services in Financial Fraud Assessment and Reporting." The printed original proposal must be marked on the cover page with the following notation, "ORIGINAL." Proposals must be signed and shall become property of the District. Mail or deliver proposals to:

Los Angeles Community College District

Attention: Regina Benavides, Procurement Specialist
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017

Proposals must be received by 3:00 p.m., PST on **July 15, 2020**.

Proposals not conforming to the requirements of this RFP may be deemed non-responsive.

Any Proposal received after the time and date above may, at the sole and absolute discretion of the District, be returned unopened or set aside without consideration.

It is the sole responsibility of the Proposer to ensure that its Proposals are delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking. **Please be advised that the District does not provide parking accommodations to Proposers submitting Proposals.**

The District shall not be responsible for, nor accept as a valid excuse for late receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the sole cause of late receipt was an unforeseeable action by the District that prevented the Proposer's timely delivery of its Proposals. Notwithstanding the foregoing, in the sole and absolute discretion of the District, any Proposals received from a Proposer after the submission deadline stated in the RFP Schedule may be considered if no other Proposers have submitted Proposals or if all other Proposers submitting Proposals are disqualified.

Proposals submitted via fax, telephone, or email will not be accepted.

VII. PROPOSAL FORMAT, CONTENT, AND INSTRUCTIONS

A. GENERAL

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

Proposers shall follow the format established in this RFP and provide all information requested in the RFP and any RFP Addenda.

Each Proposal should provide a straightforward, concise response to the RFP. The Proposers should place emphasis on being in conformance with and responsive to the RFP requirements and on the completeness and clarity of the content of their Proposals.

A Proposer's Proposals and any attachments, documents, letters and materials submitted by the Proposer, may be included as part of any Agreement entered into between the Proposer and District.

Proposers should avoid submitting unnecessary or excessive promotional materials that are not directly and concisely responsive to the requirements of the RFP.

B. PRESENTATION / FORMAT

Proposals shall be submitted in 8^{1/2}" x 11" size, using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise.

C. COVER LETTER

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

D. TABLE OF CONTENTS

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

E. DESCRIPTION OF QUALIFICATIONS

1. Each proposal must include a description of the potential contractor's qualifications. A potential contractor may also use this section to describe any enhancements or additional services not mentioned in the RFP.

2. Each proposal should identify the specific attorneys to be assigned, provide their resumes, and describe their experience with the following areas. Each proposal must also include a brief description regarding the firm's recruitment, selection, and outreach process for attorney applicants to the firm.

Please identify any additional areas of law for which the potential contractor is offering services.

3. Each proposal shall list at least one other client, especially governmental agencies where the potential contractor is currently providing legal services. The potential contractor will provide the following information regarding its governmental clients: name, address and telephone number of the client(s) and contact person(s) who may be contacted for verification of the data submitted and

discussion of satisfaction with the potential contractor's services.

F. FEES AND SERVICES

1. Each proposal must include a description of the proposed fee schedule for the work to be performed.
2. Each proposal should identify any and all hourly rate(s) for proposed services.

G. REPORTING

1. Each proposal should specify the potential contractor's capability and readiness to provide electronic reports in lieu of traditional mail and telephone calls.
2. The District is a single legal entity with nine colleges and one Office of General Counsel, which serves as the primary source for legal services for the colleges and central office staff. Each proposal should identify how the potential contractor will ensure (a) consistency of advice to the various people involved and (b) documentation or reporting of advice given in order to ensure that the appropriate people are aware of issues being presented.

H. MANDATORY DOCUMENTS PROPOSER MUST SUBMIT WITHIN THE SEALED RESPONSE

This section seeks to establish the ability of the Proposer to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided by the Contractor; 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 requested below must be furnished by the Proposer. Moreover, these documents shall be signed by a person authorized to commit the Vendor to a contract, and as discussed above, these documents must be included with the proposal when submitted by the Proposal Submission Deadline.

a) Certification. The Proposer shall certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

b) References. The Proposer must list at least three (3) references where the Proposer has provided similar services to public educational entities or other public agencies and which can independently evaluate the Proposer's expertise in this area. The Proposer shall describe the work it performed or is performing for each client and include the name, job title, address, email address, and telephone number of the contact person for each reference. References may be contacted to provide verification of the data submitted and for discussion of satisfaction with the

proposer's services.

c) Organizational Information. The Proposer must declare an answer as to whether within the past five (5) years there have been any significant developments in Proposer's organization such as changes in ownership, key personnel, structural organization, bankruptcy or other financial problems, pending litigation, mergers and acquisitions, pending merger and pending acquisitions, and/or business emphasis. The Proposer must also declare and disclose any other conditions that may affect the proposer's ability to perform the requested service. If yes to any of the above organization information, please describe in detail and whether there are anticipated similar changes in the Proposer's organization in the next 24 months.

d) Certificates of Insurance. The Proposer shall furnish certificates of insurance showing the types and amount of insurance carried by the Proposer.

e) Terminated and/or Lost Accounts. The Proposer must disclose how many accounts, if any, have terminated or lost Proposer's services within the past three years. For each such account, please state the reasons for the termination of the account and/or lost account. Include the name, address, email address, and telephone number of the contact person.

f) Confirmation of Service. The Proposer shall confirm that the Proposer has a minimum of at least three (3) years of service.

g) Schedule of Fees/Billing Rates and Structure. The proposal shall include a "Fee Schedule" which outlines the fees/billing rates and structure for consultation and services broken down into the cost elements as outlined elsewhere in this document. This Fee Schedule will be used to determine the basis of award, and shall be incorporated into the final agreement.

h) Completed and signed Noncollusion Affidavit (Exhibit A)

i) Completed and signed Certificate of Non-Discrimination (Exhibit B)

j) Completed Confidentiality Agreement (Exhibit C)

k) Acknowledgement of all addenda issued by the District (Exhibit D)

l) Completed and signed Exceptions and Deviations (Exhibit E)

m) Completed and signed SLEDV Certification (Exhibit F)

GRACE PERIOD FOR MISSING OR INCORRECT FILING OF ITEMS (h) THROUGH (m) ONLY: In the event that a vendor fails to submit all or any part of items (h) through (m) above with its submission or if any submitted item is incomplete or incorrect, the Procurement Office will notify the vendor and the vendor

shall have an additional three (3) business days to submit the missing item to the Procurement Office. Failure to submit the missing item will result in the disqualification of the Vendor if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the vendor's Proposal being considered in the form in which it was originally submitted.

I. AUTHORIZED SIGNATURES

Exhibits A through F must all be signed by the Proposer's authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District is unable to accept any proposal submitted without these statements completed and signed by the Proposer's authorized signatory.

J. AUTHORIZATION TO DO BUSINESS

All 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.

K. REQUIREMENTS

The Proposer shall be responsible for becoming familiar with the scope of services required by the District as set forth on pages of this RFP, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any Proposer to acquaint himself or herself with the service requirements of the District shall in no way relieve any Proposer from any obligation with respect to this proposal or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

L. QUESTIONS ABOUT RFP

Questions or other requests for clarification shall be submitted by email to Regina Benavides, Procurement Specialist, at email address: benavir@email.laccd.edu **on or before 3:00 p.m. Pacific Standard Time, July 6, 2020** ("Questions Deadline).

Proposers are asked to submit all questions in writing by the Questions Deadline. "DISTRICT" shall not be obligated to answer any questions received after the Questions Deadline or submitted in a manner other than as instructed above. Written responses will be posted on the website: <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

Proposers should not contact District personnel in any other manner related to the RFP. Unauthorized contact with any District personnel may, at "DISTRICT"'s sole discretion, be cause for rejection of a Proposal.

M. RFP ADDENDA

If it becomes necessary for "DISTRICT" 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 the following website address:

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

It shall be the responsibility of the Proposer to check the website or to appropriately inquire with "DISTRICT" for any addenda issued. All addenda issued by DISTRICT shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Proposer's acknowledgement of the addenda must be declared in the proposal in Exhibit D.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer's failure to identify and list in its proposal all addenda received and included in its proposal may be asserted by the "DISTRICT" as a basis for determining a proposal as non-responsive.

N. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a proposal for the services proposed herein is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation of correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents to any Proposer, and no Proposer is authorized to rely on any such unauthorized oral interpretation.

O. WITHDRAWAL / PROPOSAL IRREVOCABLE FOR 120 DAYS

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for one hundred and twenty (120) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

P. 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 LACCD. All proposals submitted will become the property of the LACCD. The Proposer 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 Proposer claiming such an exemption must also state in the proposal that "the vendor agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, 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 California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

Q. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the Proposer to:

(1) prepare its proposal in response to this RFP; (2) submit that proposal to "DISTRICT"; (3) negotiate with "DISTRICT" on any matters related to this RFP, including a possible contract; and (4) engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. "DISTRICT" shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid

for solely by the Proposer and shall not be included in their offers.

R. SUBCONTRACTORS

Proposers are permitted to provide for a portion of the Basic Services to be performed by one or more consultants or contractors retained by the Proposer (collectively, "subcontractor") provided that each subcontractor proposed to be used is identified in the Proposal by name, contact person, telephone number, fax number, e-mail address, and a description of the portion of Basic Services to be performed by the subcontractor.

S. RFP AS PART OF FINAL CONTRACT

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

T. PROPOSED CONTRACT

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for Professional Services presented in Exhibit G of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any. **Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.**

It is the District's sole right and privilege to disregard any suggested language provided by proposers included in their response. By responding to this RFP, proposers warrant that they have taken any and all costs and/or risk and liability associated with the Standard Form Agreement into account in their price proposals.

U. EXCEPTIONS / DEVIATIONS

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 Professional Services Agreement, must be declared in writing in Exhibit F within the proposal; and 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 Professional Services Agreement."** The District will make a good faith effort to consider contractual issues identified by vendors and "DISTRICT" 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 vendor'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 3 - Warranties
- Section 6 - Term of Agreement
- Section 13 - Waiver of Damages: Indemnity
- Section 17 - Governing Law
- Section 18 - Non-Discrimination
- Section 21 - Board Authorization
- Section 26 - Requirements for Federally-Funded Contracts
- Section 27 - District Authority
- Section 28 - Accessibility Requirements

The Proposer's attention is again directed to sections 13 and 14 of the Professional Services Agreement, which specify the indemnity clause and the minimum insurance requirements that must be met by the successful Proposer. The Proposer's inability or unwillingness to meet these requirements as a condition of award of an Agreement must be stated as an exception in the proposal.

Exceptions or deviations which are in conflict with the District's terms and conditions may render the proposal non-responsive. In the event that exceptions and deviations to the Professional Services 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.

V. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit "DISTRICT" to award a contract. "DISTRICT" 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 vendor concurrently, or to cancel all or part of this RFP.

VIII. GENERAL RULES AND INFORMATION

A. ACTIONS BY THE DISTRICT

The District will take the following actions:

- Advertise in the Daily Journal, local bar associations, and other publications
- Make available on its public website the RFP to potential contractors
- Issue amendments to the RFP if necessary
- Mail notice of intention to award contract
- Board action approving contract

B. ORAL COMMUNICATIONS

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

C. IMMATERIAL DEFECT IN PROPOSAL

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

D. TERMINATION OR CANCELLATION

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

E. NEWS RELEASES

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

F. DISPOSITION OF PROPOSALS

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

G. CONFIDENTIALITY

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

H. CONTRACTOR EVALUATION

Contractors will be evaluated periodically regarding their performance.

I. TERM OF CONTRACT

The contract awarded through this RFP is expected to be effective for one-year period from August 6, 2020-July 31, 2021.

J. SUBCONTRACTORS FOR LEGAL SUPPORT SERVICES

Subcontracting of services for court reporting, registered legal photocopies and other legal support services necessary for providing legal services is permitted. Subcontractor services in excess of Five Hundred Dollars (\$500.00) to be charged to the District must be approved by the District in advance, and may be limited to District- identified vendors.

K. DEVIATION FROM CONDITIONS OF RFP

Attorneys and/or firms that would like to participate in the pool, but cannot meet one or more of the specifications in this RFP, should still submit a proposal. The proposal should identify which items(s) cannot be met and provide an explanation.

L. WITHDRAWAL

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

M. NO AGREEMENT UNTIL SIGNED

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

N. NONDISCRIMINATION CLAUSE

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

O. PROTEST OF AN AWARD

Any Proposer that has provided a proposal to the District may protest the solicitation or award of a contract for violations of "DISTRICT"'s procurement policies or of laws and regulations governing "DISTRICT"'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>.

In order to be considered, all protests must be in writing and filed with and received by "DISTRICT", 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 "DISTRICT" after this date will be returned to the sender.

Valencia M. Moffett, Director of Business Services
Los Angeles Community College District
770 Wilshire Blvd, 6th 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.

IX. PROPOSAL EVALUATION AND CONTRACT AWARD

A. GENERAL

The method used for this solicitation is a Request for Proposal ("RFP"). Selection of contractors will be made through competitive procurement procedures, which will include factors discussed in this RFP.

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be in the best interest of and most advantageous for the District in the sole determination of the District. The District expressly reserves the right to reject any and/or all proposals and make no award under this RFP.

B. REQUEST FOR ADDITIONAL INFORMATION

During the evaluation process the District may require supplemental information in order to fairly evaluate a proposal. For this purpose, the District may request such

information from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and will be permitted a reasonable period of time to submit the information.

C. PROPOSAL EVALUATION PROCEDURES

An evaluation committee consisting of LACCD staff 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(s) that is judged to best meet the requirements of this RFP.

DISTRICT will then begin contract negotiations with this (these) vendor(s) 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(s). 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.

D. EVALUATION QUESTIONS

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

E. EVALUATION CRITERIA

The following criteria will be used in the evaluation of written proposals. The relative weights of the criteria are based on a 100-point scale, as listed below.

- a. (35%) Professional qualifications including but not limited to:
 - Education of firm members to be employed in service on this account.
 - Experience in each area of law offered in this proposal.
 - Prior successes in area of service being offered.

- Satisfaction of clients.
 - Firm's recruitment approach to obtain and retain qualified firm members.
- b. (30%) Fees and services.
 - c. (25%) Oral interview with the proposing firm which may occur via Zoom, telephone or other remote means at the discretion of the District.
 - d. (10%) Small, Local, Emerging, Disabled Veteran (SLEDV) certification

The final Proposal Score shall be determined based on the average of the scores submitted by the evaluators. At the District's discretion, it may select and contract with firms based solely on the written proposal and forgo any oral interview process.

- If an interview process occurs, the Chair of the Selection Committee shall prepare a list of interview questions. A committee member may ask other questions during the interview. However, the scoring shall be based primarily on the answers to the questions on the list and from any related follow-up questions.
- As part of the interview, the Chair shall provide the proposer an appropriate legal issue in advance of the interview. The proposer will be asked to present a brief legal analysis on that issue.
- The average score from each of the evaluators score sheets shall be the final score for that proposer. Proposers will receive a written proposal final score. If oral interviews occur, the proposers will receive a second final score on the interview. The two final scores will be combined to represent the proposers overall final score.

F. CONTINUITY OF REPRESENTATION

The District reserves the right to select any proposer, and award a contract to any proposer, based solely on their written proposal in order to ensure continuity of representation for the District. Such a determination shall be in the sole discretion of the District.

G. ADDITIONAL REQUIREMENTS AS A CONDITION OF CONTRACT

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

a. AUTHORIZATION TO DO BUSINESS

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

b. INSURANCE

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

c. ASSIGNMENT OF MATTERS

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

d. BILLING

1. Invoices shall identify the billing time increment and billing cycles.
2. Costs shall be identified separately.
3. Separate invoices are to be submitted for each case, matter or separate advisory service.
4. Invoices for cases or advisory services shall include a separate summary invoice for purposes of processing the invoice through Accounts Payable or, through the Program Manager for bond matters, without jeopardizing attorney- client privilege.
5. The procedure for billing for in-office conferences is as follows: only one attorney or paralegal's time may be billed, except upon special permission from the District.
6. No billing will be allowed for administrative time, such as photocopying, document preparation, or typing.
7. The District does not allow billing for faxes; a maximum of 10 cents a page for photocopying will be authorized.
8. The District does not allow billing for Lexis, Westlaw, or other research tools, databases, or services.

9. Costs in excess of \$500.00 are to be authorized in advance specifically by the office supervising the case.

e. WRITTEN REPORTS

1. Written reports are to be prepared every sixty (60) days and upon major developments. At the top of the report, the contractor should state the billed fees to date, billed costs to date, and unbilled fees and costs to date.
2. No separate report will be needed for each deposition or appearance unless it affects case handling.
3. When a litigation matter is first received, the contractor should conduct a complete review and analysis within thirty (30) days indicating whether or not there is exposure, the reasons why exposure does or does not exist, the amount of exposure, and recommended discovery and handling.

f. VERBAL REPORTING

1. The contractor should advise the supervising office in advance when all depositions and appearances are scheduled.
2. There should be at least a telephone report on each deposition and appearance.
3. During hearings or trials, each daily report on the day's events should be given to the supervising office.

X. EXHIBITS

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, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this

_____ Day of _____, 2020

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT B

**CERTIFICATION OF NON-DISCRIMINATION TO 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, the undersigned has executed this Certificate of Non- Discrimination this _____ day of _____, 2020.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

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.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT E

EXCEPTIONS AND DEVIATIONS TO PROFESSIONAL SERVICES AGREEMENT

The Proposer acknowledges it has seen and reviewed the Professional Services 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 3 - Warranties
- Section 6 - Term of Agreement
- Section 13 - Waiver of Damages: Indemnity
- Section 17 - Governing Law
- Section 18 - Non-Discrimination
- Section 21 - Board Authorization
- Section 26 - Requirements for Federally-Funded Contracts
- Section 27 - District Authority
- Section 28 - Accessibility Requirements

2. In the event that exceptions and deviations to the Professional Services 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 Professional Services Agreement

We have the following or the attached exceptions and/or deviations to the Professional Services Agreement.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT F

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

The undersigned, a duly authorized officer of

_____, does hereby
certify, represent and warrant the following statement(s) below: (Please check all statement
boxes that apply.)

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

Date: _____
_____ *Name of Bidder/Proposer*

By: _____
_____ *Authorized Officer Signature*

_____ *Title*

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT

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

By

,

Attn: _____

[Contact name and phone number]

("College")

,

("Contractor")

DATE:

TERM OF AGREEMENT:

From: To:

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.
- ① 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.
- ① FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
- ① EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
- ① TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
- ① 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.
- ① 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.

- ❶ **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.

- ❶ **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.

- ❶ **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.

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

- ❶ **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.

- ❶ **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:

- ❶ 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.

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

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

- ① **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.

- ① **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.

- ① **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.

- ① **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.

- ❶ **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
- ❶ **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.
- ❶ **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
- ❶ **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.
- ❶ **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.
- ❶ **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.
- ❶ **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.
- ❶ **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**
- ❶ 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.

- ① Contractor, and any subcontractors at any tier, shall comply with 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."
- ① 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.

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.

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

CONTRACTOR

,

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DISTRICT

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

By: _____

Name: _____

Title: _____