



REQUEST FOR PROPOSALS (RFP) NO. 24-08

**BOND PROGRAM MONITOR
LACCD PROPOSITIONS A AND AA AND MEASURES J, CC AND LA**

<i>RFP MILESTONE</i>	<i>DATE / DEADLINE</i>
Issuance of Request for Proposals:	Friday, October 18, 2024
Pre-Proposal Conference:	Monday, November 18, 2024
Clarifications/Questions Deadline:	Tuesday, November 26, 2024 5:00 pm
Pre-Proposal RFP Addenda Issuance Deadline:	Thursday, December 5, 2024
Pre-Submission Objections Deadline:	Thursday, December 5, 2024
Questions and Answers posted on Website:	Friday, December 6, 2024
Proposal Submission Deadline:	Monday, January 6, 2025 2:00 pm PST
Announcement of Short-Listed Proposers:	Friday, January 24, 2025
Presentation(s)/Interviews with Proposers:	Monday, January 27 – 29, 2025
Negotiations (optional):	Friday, January 31, 2025
Notice of Intended Award:	Friday, February 7, 2025
Background and Reference Checks:	Monday, February 24, 2025
Board Date for Approval:	Wednesday, March 5, 2025 Board of Trustees Meeting

**Procurement Unit
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Los Angeles, CA 90017-3719
213.891.2052**

INSTRUCTIONS TO PROPOSERS

TABLE OF ARTICLES

ARTICLE 1	DEFINITIONS.....	2
ARTICLE 2	OVERVIEW.....	3
ARTICLE 3	PROPOSER REPRESENTATIONS.....	13
ARTICLE 4	RFP DOCUMENTS, SCHEDULE, AND PROCEDURES.....	14
ARTICLE 5	PROPOSALS.....	23
ARTICLE 6	EVALUATION OF PROPOSALS.....	26
ARTICLE 7	PROPOSED AGREEMENT.....	27
ARTICLE 8	NOTICE AND AWARD.....	29
ARTICLE 9	DEBRIEFINGS, NON-RESPONSIBILITY, AND PROTESTS.....	30
ARTICLE 10	ATTACHMENTS.....	31

INTRODUCTION

The purpose of this Request for Proposal (“RFP”) by the Los Angeles Community College District (“District”) is to solicit proposals (“Proposal(s)”) from qualified individuals and firms (“Proposer(s)”) leading to the selection of a single service provider to serve as the Bond Program Monitor (“Bond Program Monitor”) for the District’s Bond Program. **THIS RFP PROVIDES INFORMATION TO PROPOSERS INTERESTED IN SUBMITTING PROPOSALS TO PROVIDE BOND PROGRAM MONITOR SERVICES FOR THE DISTRICT. INFORMATION RELATED TO THE RFP IS AVAILABLE ON THE INTERNET AT: [HTTPS://WWW.LACCD.EDU/OFFICES/BUSINESS-SERVICES/CONTRACT-SERVICES/BIDS-PROPOSALS](https://www.laccd.edu/offices/business-services/contract-services/bids-proposals).**

This RFP and all subsequent modifications hereto as here designated are the sole reference and authority for the preparation of Proposals. The release of this RFP supersedes all other documents related to RFP 24-08 obtained from any source, including written or verbal communications. Proposers are solely responsible for checking the aforementioned website and any failure by a Proposer to obtain materials, information, clarifications, or addenda from the website shall not relieve the Proposer from being bound thereby.

ARTICLE 1

DEFINITIONS

Capitalized terms shall have the meanings assigned to them in these RFP Instructions (“Instructions”) and its attachments (collectively, “RFP Instructions”), including, without limitation, Attachment No. 1 – “Professional Services Agreement” attached hereto (“Agreement”). Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portions of the RFP Documents in which such terms are used.

ARTICLE 2

OVERVIEW

2.1 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. LACCD serves a highly diverse, multi-racial, and multi-lingual geopolitical area of approximately five million people in 2023 in roughly 900 square miles of the County of Los Angeles, including 36 cities and unincorporated communities, including the City of Los Angeles. The District extends from the San Fernando Valley and Sylmar areas north of metropolitan Los Angeles, down to the Port of Los Angeles in the south; from the “west side” of Los Angeles, over to the eastern side of Los Angeles into Boyle Heights and the San Gabriel Valley.

The District’s nine colleges provide comprehensive, lower-division general education (the traditional first two years of a four-year degree) for transfer; education pathways for two-year certificates or Associate’s degrees; occupational education; credit and non-credit instructional programs and Adult Education to meet the needs of the surrounding communities; Career Education and Strong Workforce jobs training education; citizenship classes; and, in some instances, four-year Bachelor’s degree programs and other lifelong learning opportunities. The colleges receive accreditation, subject to renewal, from the Accrediting Commission for Community and Junior Colleges (ACCJC).

The nine colleges are: Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College and West Los Angeles College and all are fully accredited. The colleges range in size from about 22 acres (Los Angeles Trade-Technical College) to more than 450 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. Some of the colleges, like Los Angeles Trade-Technical College, founded in 1925, pre-date the District and were brought into the District. Others were created and built as the District expanded to its current configuration.

The District’s 2023-2024 Fiscal Year budget, found online, [here](#), is from all funds and sources is \$10.4 billion, of which \$8.5 billion is for the District’s capital improvement and construction program, “BuildLACCD.”

In Fall 2023 the District employed more than 6,200 full-and part-time personnel and served over 170,000 full-and part-time students in the 2022-23 academic year. More information about the District and its colleges can be found online, [here](#). The student population of the LACCD is ethnically diverse with 60 percent Hispanic/Latinx, 16 percent White, 9 percent African American, 8 percent Asian, and 2 percent Multi-Ethnic. More detailed information about LACCD students can be found online, [here](#). In the 2022-23 Academic Year, the District conferred nearly 35,000 awards to students, including two- year degrees, degrees for transfer, and credit and non-credit certificates of achievement. The District maintains an active free-tuition program, the Los Angeles College Promise (LACP), available to all first-time, full-time students, regardless of age, race/ethnicity, or demographic background. Since its inception in 2017, over 30,000 students have participated in this

program and about 7,500 LACP students are enrolled in LACCD colleges in the 2022-2023 academic year.

2.2 BOND PROGRAM

In April 2001, the voters authorized the District to issue \$1.245 billion of general obligation bonds under Proposition A. In May 2003, the voters authorized the District to issue approximately \$980 million of general obligation bonds under Proposition AA. In November 2008, the voters authorized approximately \$3.5 billion of general obligation bonds under Measure J. In November 2016, the voters authorized approximately \$3.3 billion of general obligation bonds under Measure CC. In November 2022, the voters authorized approximately \$5.3 billion of general obligation bonds under Measure LA. The proceeds of these bond issuances are being used for construction, repair, improvement, and upgrade of District buildings, classrooms, student housing, and other facilities as authorized by one or more of the Bond Measures ("Bond Program"). The Bond Program has provided state of the art learning environments at each of the District's nine colleges, which have also benefited the communities each college serves with improved facilities and athletic fields for recreational and competitive play. Construction is currently underway at all of the District's nine college campuses. Planning, development, design, and construction under the Bond Program is managed by a program manager ("Program "Manager") retained by the District. In addition, there is a project management firm ("College Project Leadership Team" or "CPLT" and each being a single firm). The CPLT, in turn manages a "College Project Team" ("CPT") at each campus which is comprised of the CPLT, its subconsultants and other individuals or firms selected, retained and assigned by the District to the College to assist the CPLT in the performance of project or construction management services for the College under the leadership and supervision of the CPLT and under the Bond Program leadership of the Program Manager. The staffing provided by each CPT includes a project director, several project managers, schedulers and various support staff. Information about the Bond Program, current and upcoming Campus Projects as well as links to other reports and information are included in Attachment No. 4 – "Reference Documents" attached hereto. Additional information on the Bond Program may be obtained by visiting the District's website at <https://www.build-laccd.org/>.

2.3 BOND PROGRAM MONITOR

On January 12, 2011, to ensure the Bond Program is performing with the utmost integrity, the LACCD Board of Trustees adopted Board Rules 17300 *et seq.* establishing the authority and duties of the "Office of Inspector General" ("OIG"). The Office of Inspector General operated from that date until May 1, 2013, when the OIG was replaced with the office of "Bond Program Monitor." Information on the former OIG can be found at <http://www.laccd-oig.org/>. The current rules governing the Bond Program Monitor are contained in Board Policy 6740 ("Applicable Board Rules"), which can be found at <https://go.boarddocs.com/ca/laccd/Board.nsf/Public>. In 2019, a professional services contract was executed by the District in 2019 with a private firm to serve for a 5-year term as Bond Program Monitor. The purpose of this procurement is to award a contract for Bond Program Monitor services for a successive term of years following the expiration of the term of the said contract.

2.4 SUMMARY OF RFP PROCESS

2.4.1 Objective. The objective of this Request for Proposals is to select one qualified firm to serve as the Bond Program Monitor for the Bond Program in accordance with the terms and conditions of the Agreement.

2.4.2 Authority. The governing statutory authorities for this procurement are Government Code §53060 applicable to awards of contracts for special services and Public Contract Code §20651 (c) applicable to contracts for professional services.

2.4.3 Term. The Term of the Agreement, unless earlier terminated in accordance with its terms, is five (5) years. Proposers should assume that the commencement date of the Term may be set by the District to start any time after the date of Award.

2.4.4 Services. The services required of the Bond Program Monitor are generally described in Attachment No. 2 - "Description of Basic Services" attached hereto ("Services"). Such descriptions remain subject to revision and supplementation by the District, including, without limitation, incorporation of all or portions of the detailed descriptions of services and deliverables provided by the Proposers in their Proposals.

2.4.5 Compensation. Pursuant to the terms and conditions of the Agreement, the Proposer receiving Award shall be paid a compensation for performance of the Services that is comprised of the following:

.1 Fees. Payment of Basic Services Fees for performance of Basic Services based on actual hours of Services performed by designated Key Personnel, Professional Staff, and Support Staff multiplied times annual fixed and fully-burdened hourly rates ("Contract Hourly Rates"), the sum of which Basic Services Fees payable during certain designated 6-month and 12-month segments of the Term shall not exceed, for each segmented period of the Term, a separate negotiated Basic Services Maximum.

.2 Costs. Reimbursement of Reimbursable Expenses listed in Attachment No. 1 – "Professional Services Agreement" attached hereto with no markup or multiplier added.

.3 Other. Payment for authorized Additional Services, as defined and provided for in Attachment No. 1 – "Professional Services Agreement" attached hereto.

2.4.6 RFP Proposal Process.

.1 Technical/Hourly Rates Proposal. Each Proposer wishing to be considered for Award shall submit a Technical/Hourly Rates Proposal that includes all of the information required by Attachment No. 3 – "Proposal Requirements and Evaluation Criteria" attached hereto, including information pertaining to the Proposer's experience, qualifications, financial capacity, technical approach, and proposed hourly rates. The Technical/Hourly Rates Proposals will be

opened at the beginning of the First Phase of the RFP process. Designated portions of the Technical/Hourly Rates Proposals (as designated in Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” attached hereto) shall be evaluated and scored in order to competitively determine those Short-Listed Proposers who will be invited to participate in the Second Phase of the RFP process, the Presentations/Interviews. The only price or cost information a Proposer is permitted to include or refer to in its Technical/Hourly Rates Proposals is the Proposer’s proposed Contract Hourly Rates. All other information pertaining to the Proposer’s costs, prices or staffing levels shall be contained exclusively in the Proposer’s separate Cost Proposal.

.2 Cost Proposal. Each Proposer wishing to be considered for Award shall submit a Cost Proposal setting forth the information required by Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” attached hereto, which includes the following: **(1)** the Proposer’s proposed **Initial Staffing Plan** (as defined in Section 1.9 of Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” and in Attachment No. 1 – “Professional Services Agreement” attached hereto) covering **(a)** the first six (6) months of the Term (“6-Month Transition Period”) and **(b)** the first twelve (12) months (“Initial Year”) of the Term (commencing from the Effective Date of the Agreement) and **(2)** two (2) proposed **Basic Fees Maximum** amounts (as defined in Section 1.9 of Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” and in Attachment No. 1 – “Professional Services Agreement” attached hereto), consisting of one Basic Fees Maximum for for *each* of the following: **(a)** the 6-Month Transition Period and **(b)** the Initial Year. Cost Proposals will be held sealed, unopened and confidential until the conclusion of the Second Phase of the RFP process and, if the District elects to conduct Negotiations in the Third Phase of the RFP process, they will be opened and reviewed after the Short-Listed Proposers are ranked based on their final scores from the First and Second RFP Phases and used, at the District’s sole discretion, to assist in the conduct of Negotiations.

.3 Dual Submission. Proposers shall insert the Technical/Hourly Rates Proposal (original, copies, and electronic) and the Cost Proposal (original, copies, and electronic) in *separately* sealed envelopes (or other suitable, sealed packaging) and both sealed Proposal packages shall then be sealed in a *single* container, as discussed in more detail in Article 5 of these Instructions and Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” attached hereto.

2.4.7 Phased RFP Process. The process for evaluation, scoring, and selection leading to the Award of the Agreement shall proceed in accordance with the following phases:

.1 First Phase.

(1) RFP Issuance. The first phase of the RFP process (“First Phase”) shall commence with issuance and advertisement by the District of the RFP inviting interested firms to submit written Proposals. All interested firms are invited to respond to the RFP.

(2) Proposals. Proposals (Technical/Hourly Rate Proposals and Cost Proposals) shall conform to the requirements of the RFP Documents, including, without limitation,

there RFP Instructions and Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” attached hereto.

(3) Cost Proposals. Cost Proposals shall be held by the Procurement Specialist sealed, unopened and confidential during the First Phase.

(4) Evaluations. In the First Phase, Technical/Hourly Rate Proposals only shall be evaluated and scored in accordance with the evaluative factors and scoring methodologies described in Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” attached hereto by individual evaluators (“Evaluators”) comprising a panel of evaluators (“Evaluation Panel”) appointed by the District.

(5) Scoring. The results of the Evaluation Panel’s scoring of the Technical/Hourly Rates Proposals will be submitted to a District’s employee designated by District (“”). The Procurement Specialist will tally the total scores received by the Proposers.

(6) Short-Listing. The Procurement Specialist will advise the Evaluation Panel, by means of alphabetical or other random means of listing, of the names only (not the scores or ranking) of the top three (3) highest scoring Proposers; provided, however, that **(a)** if the total number of Proposers submitting Technical/Hourly Rates Proposals is two or fewer then all such Proposers shall be invited to compete in the Second Phase or **(b)** if there is a tie and as a result there are more than three Proposers receiving the highest three scores, then all such Proposers shall be invited to continue in the Second Phase of the competition (collectively, “Short-Listed Proposers”).

.2 Second Phase.

(1) Presentations/Interviews. In the second phase of the RFP process (“Second Phase”), the Short-Listed Proposers will give oral presentations and respond to questions before the Evaluation Panel (“Presentation(s)/Interview(s)”). The Evaluators will evaluate and score each Presentation/Interview based on the Proposer’s performance during the Presentation/Interview.

(2) Scoring. The results of the Evaluators’ scoring will be submitted to the Procurement Specialist, who will tally the scores from the Second Phase and add the total scores from the First Phase and Second Phase to arrive at a single, overall weighted total score for each Short-Listed Proposer for the First and Second Phases based on the following weighting: 40% to First Phase scores and 60% to Second Phase scores.

(3) Ranking. Based on their total final scores, the Short-Listed Proposers will then be ranked from highest to lowest (highest score being the first in rank).

(4) Cost Proposals. Cost Proposals shall be held by the Procurement Specialist sealed, unopened and confidential during the Second Phase.

.3 Third Phase.

(1) Notice of Award. After evaluation and scoring of the First and Second Phases are completed, the District shall have the option, in its sole and absolute discretion and after opening and reviewing the Cost Proposals of all Short-Listed Proposers, to either (a) immediately issue a Notice of Intended Award to the highest-ranked Short-Listed Proposer based on the results of the scoring from the First and Second Phases and on the terms of that Short-Listed Proposer's Technical/Hourly Rates Proposal and Cost Proposal or (b) conduct negotiations ("Negotiations") for the issuance of a Notice of Intended Award to any Short-Listed Proposer on such terms, including personnel, hourly rates, and cost to the District that the District considers overall to be fair and reasonable ("Negotiations").

(2) Negotiations. As part of the Negotiations the District may, but assumes no obligation to, engage in trade-offs (give and take) in regard to the terms of a Short-Listed Proposer's Proposals, including, without limitation, staffing, personnel, price, hourly rates (including, without limitation, possible adjustments in Contract Hourly Rates), cost and scope of Services. The District will first attempt to negotiate an agreement with the highest-ranked Short-Listed Proposer. If the District is unable to do so, the District may elect, in the exercise of its sole and absolute discretion, to proceed with Negotiations in accordance with either of the following procedures: **(a)** the District may proceed with Negotiations *sequentially* by formally terminating Negotiations with the highest-ranked Short-Listed Proposer and commencing Negotiations with the next highest-ranked Short-Listed Proposer and, if agreement is not reached, terminate said Negotiations and proceed to commence Negotiations with the next-highest ranked Short-Listed Proposer, and (if agreement is not reached) commence and conduct sequential Negotiations with lower-ranked Short-Listed Proposers in order of ranking until the District has either reached an agreement with a Short-Listed Proposer or determines that it is unable to reach an agreement with any Short-Listed Proposer or **(b)** the District may elect, in the exercise of its sole and absolute discretion, to not terminate the Negotiations with the highest-ranked Short-Listed Proposer and (if agreement is not reached) commence and conduct *parallel* Negotiations with lower-ranked Short-Listed Proposers in order of ranking until the District has either reached an agreement with a Short-Listed Proposer or determines that it is unable to reach an agreement with any Short-Listed Proposer. In conducting either process of Negotiations, the District reserves the right at any time to select any Short-List Proposer to receive an Award without engaging in Negotiations with any of the other Short-Listed Proposers. District further reserves the right, at any point in either process of Negotiations, at the District's election exercised in its sole and absolute discretion, to terminate Negotiations with any Short-List Proposer or all Short-Listed Proposers. Once the District has commenced Negotiations with a Short-Listed Proposer, that Short-Listed Proposer shall, subject to the District's right at any time to terminate those Negotiations, continue in good faith to engage in Negotiations with the District for a period of not less than thirty (30) Days and shall not withdraw from such Negotiations unless and until notified by the District that Negotiations with that Short-Listed Proposer have ceased (either with or without reaching agreement with that Short-Listed Proposer).

(3) Fee Maximums. Proposers are advised that as part of the Negotiations the District may elect to negotiate multiple caps or maximums on the sum of Basic Services Fees that may be charged to the District for Services performed during designated periods of time comprising the Term of the Agreement (each such cap or maximum is herein referred to as a “Basic Fees Maximum”). The specific contractual terms governing the Basic Fees Maximums will be established by agreement in the Negotiations, but it is currently envisioned that separate Basic Fees Maximums will be required **(a)** the first six (6) months of the Term (the “6-Month Transition Period”) and **(b)** each of the twelve (12) month periods (starting from the Effective Date of the Agreement) that comprise the 5-year Term. Proposers are advised to review Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” and Attachment No. 1 – “Professional Services Agreement” attached hereto for further information on Basic Fees Maximums. Proposers are further advised to pay particular attention to the provisions of Attachment No. 1 – “Professional Services Agreement” attached hereto describing the scope of Basic Services that the successful Proposer will be expected to perform within the constraints of the Basic Fees Maximums, as well as the provisions of the Agreement allowing for additional compensation over and above the Basic Fees Maximums for performance of authorized Additional Services.

(4) Basis of Award. The District intends to make an Award, if any, to the Short-Listed Proposer that the District determines, in the exercise of its sole and absolute discretion, represents the most advantageous offering to the District. District reserves the right to Award to any, or none, of the Short-Listed Proposers. Proposers are advised that Award may be made without Clarifications or Negotiations. Proposals should therefore be submitted initially on the most favorable terms possible, from a qualifications, technical, staffing, scope of services, and pricing standpoint.

(5) Notice of Award. A Notice of Intended Award will be made to the Short-Listed Proposer designated by the District for Award.

.4 Fourth Phase.

(1) Background Investigation. A Proposer designated by the District in its Notice of Intended Award will be subject, to the maximum extent permitted by Applicable Law, to a thorough background investigation following issuance of the Notice of Intent to Award in order to ensure that the individuals proposed to perform the Services possess a level of independence, objectivity, and integrity that is beyond reproach. Background investigations are expected to be extensive and to cover a period of time of up to seven (7) years prior to the date the investigation is conducted. Investigations may include a check of any or all of the following sources of information: criminal history, financial and credit history and ratings (including, without limitation, bankruptcy filings, commercial and retail credit ratings, records of loans, relationships with banking institutions, financial statements, and check-writing history), civil litigation history (including, without limitation, filings, dismissals, judgments, evictions, and orders), social services department records and reports, military service records and reports, workers’ compensation records and reports, business affiliations, SEC and FEC violations, debarment, national and international sanction and watch lists, educational history, employment history (including, without limitation,

evaluations, complaints, and grievances), political monetary contributions, medical history (related to the ability to perform Bond Program Monitor services), licensing and professional certifications history, information publicly disclosed on or available from the internet that would indicate the public business and personal “web space footprint” of the individual, and other matters relevant to assessing the suitability of the individual’s character and general reputation to serve as or on behalf of the Bond Program Monitor and the individual’s objectivity and independence. The District has the further right, in the exercise of its sole discretion, to determine the extent to which any information obtained by the District from the background investigations might adversely affect or render vulnerable the independence, objectivity, or integrity of the operation of the office of Bond Program Monitor. Based on that determination, the District may disqualify a Proposer from participating further in the RFP process, refuse to make Award to a Proposer, or condition the Proposer’s further participation in the RFP process or the District’s intended Award upon Proposer’s satisfying such further conditions as District may, in its sole discretion, judge appropriate under the circumstances. To facilitate the foregoing, each Proposer in submitting its Proposal agrees, in the event it is identified in a Notice of Intended Award as the Proposer to whom an Award is intended to be made, to do the following within five (5) business days of request by District: (a) with respect to any individual (whether employed by Proposer or a Subconsultant) identified in such Proposer’s Proposal for any position (including Key Personnel, Professional Staff, Support Staff, or any other position) who the District judges, in its sole and absolute discretion, may have access to proprietary or confidential information of the District, submit to District a consent in the form of Attachment No. 13 – “Consent to Background Investigation” signed by each such individual; (b) cause each such individual to submit to fingerprinting; and (c) submit to District all of the information required under Part 5 of Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” as well as such other information related to the District’s conduct of background investigations as District may request. *Proposers are advised to note that compliance with the preceding Clauses (a) through (c) is not required at the time of submission of Proposals, but is only required if and when the District has identified the Proposer as the firm to which the District intends to make an Award.*

(2) Reference Checks. In addition to or as part of the background investigation described above, the District reserves the optional right, but assumes no obligation, to contact references (“References”) provided by a Proposer. Although the District reserves the right to contact References provided by any Proposer at any time during the RFP process, the District may elect, in the exercise of its sole discretion, to contact only those References of the Proposer identified in a Notice of Intended Award. Proposer is solely responsible to ensure that its References are available and responsive. As determined in its sole discretion, the District shall have the right, but not the obligation, to disqualify any Proposer from receiving Award if a Reference fails to respond to the District’s attempt to speak with the Reference or the Reference provides information to the District indicating that the Proposer may not possess the high standards for competence and integrity deemed by the District to be necessary for service in the office of Bond Program Monitor.

(3) Objections. Submission by Proposer of a Proposal shall constitute an agreement by Proposer that if the Proposer is disqualified from receiving an Award based on information obtained by the District pursuant to the background investigation or Reference check

procedures referred to in Clause (1) and (2) hereof, Proposer's sole and exclusive remedy shall be its right to appeal such disqualification pursuant to the administrative process provided for in the provisions of the District's Administrative Procedures 6340 applicable to determinations of nonresponsibility. In the course of implementing such administrative processes, the District shall have the right, without liability to Proposer, to fully disclose the content of any alleged derogatory information that formed the basis for the disqualification, and the District assumes no obligation to ascertain the truth or falsity of such information prior to or in connection with its disclosure, it being understood that responsibility for ascertaining and proving the extent of the truth or falsity of such information shall rest solely and exclusively with the disqualified Proposer.

2.4.8 Clarifications. The District may, but assumes no obligation to, communicate, verbally or in writing with a Proposer directly and without notice to, or participation by, other Proposers, and without providing similar opportunities for other Proposers, for purpose of obtaining minor, non-substantive clarification of certain aspects of a Proposal or of the Proposer's capability to perform (such as, without limitation, the relevance of past performance information) and addressing minor irregularities, informalities, or apparent clerical mistakes in a Proposal ("Clarifications").

2.4.9 Local, Small, Emerging, and Disabled-Veteran (LSEDV) Participation. The District is committed to maximizing the participation of Local, Small, Emerging, and Disabled-Veteran (LSEDV) owned businesses in the Bond Program. The District considers this an important factor in selection of the successful Proposer and has accordingly included it among the Proposal requirements and factors that will be evaluated and scored in the evaluation of Technical/Hourly Rates Proposals as described in Attachment No. 3 – "Proposal Requirements and Evaluation Criteria."

2.4.10 Office Location. Bond Program Monitor shall conduct all Services for the Bond Program on and from business premises owned, controlled and managed by the Bond Program Monitor and not from or within premises owned or leased by the District. While it is expected that there will be a regular and frequent need for appearances by the Bond Program Monitor and Deputy Bond Program Monitor at the sites of the District's headquarters office and campuses, there is no requirement for a full-time on-site presence of the Bond Program Monitor's Key Personnel, Professional Staff or Support Staff at the District's administrative offices or campuses.

2.4.11 Proposer Personnel. The District reserves the right, but assumes no obligation, to require that a Proposer confirm in writing prior to Award and/or at any time(s) prior to the signing of an Agreement by the District and the Proposer and as a condition of any Award to the Proposer that the Proposer has made all of the contractual arrangements necessary for the employment of the individuals to perform the Services in the Key Personnel positions for which those individuals were proposed. As part of such request, a Proposer may be required, without limitation, to furnish evidence satisfactory to the District of the existence of such contractual arrangements, including, without limitation, copies of confirmatory employment or other agreements. A failure by a Proposer to comply with the foregoing, or to furnish the Services of any of those individuals in the respective Key Personnel positions for which they were proposed, may be considered by the District as a

failure to comply with the requirements of the RFP Documents and/or an anticipatory or contemporaneous material breach of the Agreement with the District.

2.4.12 Proposer Information. The term "Proposer," wherever used in the RFP Documents, shall mean the individual or legal entity submitting a Proposal and with whom the District would contract for the Services in the event of an Award to the Proposer. If the Proposer is an individual, such individual shall serve as the Bond Program Monitor and other Key Personnel, Professional Staff, and Support Staff performing the Services of the office of Bond Program Monitor shall do so either as employees of, or (except as otherwise prohibited by the RFP) Subconsultants to, said individual. Likewise, if the Proposer is a legal entity (e.g., corporation, LLC, LLP, partnership, joint venture, or other legal entity), the individuals performing the Services of the office of Bond Program Monitor shall do so either as employees of, or (except as otherwise prohibited by the RFP) Subconsultants to, said legal entity. All information provided by a Proposer as part of its Proposal, whether the Proposer is an individual or a legal entity, shall reflect the experience and financial condition of such individual or legal entity and shall not reflect or be based on the experience or financial condition of any other individual or legal entity, including, without limitation, any parent company, subsidiary, affiliate, or related company.

2.4.13 Public Records Act. Proposals will remain confidential in their entirety until the RFP evaluation process is complete and a recommendation of an Award has been approved by the District's Board of Trustees. All Proposals submitted are the property of the District. 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 identify in its Proposal that such information is "Proprietary and Confidential" and also state in the Proposal that "the proposer agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, West Los Angeles College, and its/their 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 Proposer 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.

2.4.14 Ownership of Proposal. Proposals shall, upon submission, become property of the District and no portion of any Proposal will be returned by the District.

2.4.15 Iran Contracting Act. In accordance with Public Contract Code §2204 (a), each Proposer shall as a condition of entering into the Agreement certify and represent that at the time of submitting its Proposal and entering into the Agreement with the District, the Proposer was not

identified on a list created pursuant to subdivision (b) of Public Contract Code § 2203 as a person (as defined in Public Contract Code §2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code §2202.5, or as a person described in subdivision (b) of Public Contract Code §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 §2205

ARTICLE 3

PROPOSER REPRESENTATIONS

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

3.1 Proposer represents that its Proposals fully comply with the requirements of the RFP Documents.

3.2 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 so sign on behalf of and to bind the Proposer.

3.3 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 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."

3.4 Proposer represents that it has carefully reviewed Agreement attached hereto as Attachment No. 1 – "Professional Services Agreement" and that the terms and conditions thereof, including any modifications thereto by RFP Addendum, are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities.

3.5 Proposer represents that it has carefully reviewed all of the Reference Documents listed in Attachment No. 4 – "Reference Documents" attached hereto and taken all matters disclosed thereby into consideration in preparing and submitting its Proposals.

3.6 Proposer represents that, at the time of submission of its Proposals, Proposer and each of its Subconsultants possesses each license that it is required to hold under the terms of the RFP Documents, as well as any other licenses (if any) that the Proposer is required by Applicable Laws to hold in order to perform the services that such Proposer has proposed or that such Proposer may be required perform under the terms of the Agreement.

3.7 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 to District in Attachment No. 6 – "Conflict of Interest Certification" 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 aforementioned statutes) in any decision made by District in connection with the procurement that is the subject of this Request for Proposal. The foregoing is in addition to, and not a limitation upon, the provisions of Paragraph 4.6.5, below, governing disclosure by Proposer of other circumstances that may constitute, in the judgment of District, a personal or organizational conflict of interest.

3.8 Proposer, and each individual proposed by it to serve in the office of the Bond Program Monitor, consents to a background investigation in accordance with Subparagraph 2.4.7.4 (1), above, and agrees to execute such authorizations, consents, and other documentation required by the District to confirm its consent to, and to assist the District in performing, such background investigations.

ARTICLE 4

RFP DOCUMENTS, SCHEDULE AND PROCEDURES

4.1 RFP DOCUMENTS

4.1.1 RFP Documents. The documents that comprise this RFP consist of the following: (1) these Instructions to Proposers (including, without limitation, all attachments hereto); (2) all Reference Documents listed in Attachment No. 4 – "Reference Documents" attached hereto; and (3) all RFP Addenda (collectively, "RFP Documents").

4.1.2 Copies. Proposers may download a complete set of the RFP Documents (except for documents for which a website link is provided within this RFP) free of charge at: <https://www.laccd.edu/offices/business-services/contract-services/bids-proposals>. Proposers are solely responsible to download, print, and/or arrange for any costs of reproduction and delivery of, any copies of such RFP Documents. The District assumes no responsibility for errors or misinterpretations resulting from the Proposers' failure to obtain all RFP Documents from the District's website.

4.1.3 Review. Each Proposer in submitting its Proposals acknowledges and understands its affirmative obligation to carefully and thoroughly examine all RFP Documents and other information furnished or made available by the District and to seek clarification of any portions thereof that: **(1)** constitute evident errors, omissions, conflicts, ambiguities, lack of coordination, or noncompliance with Applicable Laws or **(2)** indicate difficulties or obstructions that might affect its ability to perform under the Agreement. Failure by a Proposer to fully inform itself of such matters

and to seek clarification in the manner required by the RFP Documents shall not relieve the Proposer from its responsibilities under the Agreement nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Proposals.

4.1.4 Forms. Forms included with the RFP Documents shall be used by Proposers in the preparation of their Proposals. Information provided by Proposers on other forms in lieu of the forms provided in the RFP Documents may be disregarded by the District.

4.1.5 Summaries. Summaries contained in the RFP Documents covering matters expressly addressed in more detail elsewhere in the RFP Documents are for the convenience of the Proposers and in all such instances the more specific, detailed provisions shall govern.

4.1.6 Changes to RFP. The District reserves the right, exercised in its sole and absolute discretion, to change, by additions, deletions, or modifications, any portion of the RFP Documents at any time.

4.1.7 No Warranty. Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, concepts, technical criteria, reports, surveys, data, and other information provided by the District and nothing contained in the RFP Documents, or in any other information provided by the District, shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the completeness, accuracy, or sufficiency thereof. Without limitation to the generality of the foregoing, statements, estimates, and other information contained in the RFP Documents indicating the quantity of Services that Proposers may be expected or will be required to provide under the Agreement may be greater or lesser than the Services actually required.

4.2 REQUESTS FOR CLARIFICATIONS

4.2.1 Submission. Requests for additional information, clarification of the RFP Documents, and/or questions regarding the RFP from Proposers (“Requests for Information”) must be received by the District by the deadline for submission of Requests for Information set forth in the RFP Schedule described in Section 4.4, below. No response will be provided to Requests for Information received after that time. Requests for Information must be in writing and shall be delivered by e-mail, with the subject label “Request for Information on RFP 24-08” by 5:00 pm, November 26, 2024 to Mr. Jason P. Cascio, Senior Procurement Specialist at: CASCIOJP@LACCD.EDU.

4.2.2 District Responses. Responses by District to Requests for Clarification will be issued by RFP Addendum as provided in Section 4.3, below.

4.2.3 No Action Required. The District is not obligated to respond to any Requests for Clarification that the District judges, in the exercise of its sole discretion: **(1)** are received after the above-specified deadline; **(2)** are submitted in a manner other than as required by the RFP Documents; **(3)** are unintelligible; **(4)** are redundant to other questions responded to by District in

an RFP Addendum; **(5)** seek information that is irrelevant to the subject matter of the RFP; **(6)** seek information that is already contained in the RFP; or **(7)** involve weaknesses, errors, or omissions in a Proposal, whether observed or not observed by the District, it being the intent of the District that all such weaknesses, errors, or omissions, whether observed or not observed, are the sole responsibility of the Proposer. Information contained in a response to a Request for Clarification that is deemed by the District, in the exercise of its sole discretion, as being material to the RFP process will be set forth in an RFP Addendum and issued to the Proposer in accordance with the procedures set forth herein for issuance of RFP Addenda.

4.3 RFP ADDENDA

4.3.1 Purpose. The District reserves the right, at any time (before or after submission of Proposals), in the exercise of its sole and absolute discretion, to change (by additions, deletions, or modifications), and issue clarifications or interpretations affecting, the RFP Documents or RFP process. Except as otherwise stated in the RFP Documents, such changes, clarifications, or interpretations will be made by issuance of an addendum to the RFP Documents (“RFP Addendum”) and if made in any other manner shall not be relied upon by Proposers and will not be binding upon the District. Nothing stated in this Paragraph 4.3.1, and (unless expressly stated otherwise in the RFP Documents) nothing stated elsewhere in the RFP Documents, shall be interpreted as obligating the District to issue an RFP Addendum informing the Proposers of any change to, or to clarifying any portion of, the RFP Documents or RFP process if the District judges, in the exercise of its sole discretion, that such change or clarification is immaterial.

4.3.2 Notice. Notice of issuance of an RFP Addendum that is issued prior to the original or revised deadline in the RFP Schedule for submission of Proposals **shall be given only by posting on the District’s website at: <https://www.laccd.edu/offices/business-services/contract-services/bids-proposals>**. It shall be the responsibility of the Proposers to check said website for RFP Addenda issued. All RFP Addenda issued shall become part of the RFP. Proposer’s acknowledgment of the RFP Addenda must be declared in the Proposals using the form provided as Attachment No. 5 – “Acknowledgment of Addenda.”

4.3.3 Acknowledgement. Each Proposer shall acknowledge its receipt and review of each RFP Addendum by completing and submitting with each of its Proposals Attachment No. 5 – “Acknowledgement of Addenda” listing in the manner required by said form each RFP Addendum that has been issued by the District prior to the deadline for submission of Proposals. Failure to so acknowledge receipt of each and every such RFP Addendum issued by the District may be asserted by the District as grounds for determining a Proposal non-responsive.

4.3.4 Compliance. All Proposals shall comply with and be responsive to all RFP Addenda issued prior to the applicable deadline in the RFP Schedule for submitting Proposals. Failure of a Proposer to receive an RFP Addendum shall not: **(1)** relieve the Proposer from any obligation to comply with the requirements thereof; **(2)** relieve the Proposer from any obligation or conditions set forth in its Proposal; **(3)** entitle the Proposer to an extension of the RFP Schedule; and **(4)** be

considered as grounds for permitting the Proposer to modify its Proposal in a manner not expressly authorized by the RFP Documents.

4.4 RFP SCHEDULE

4.4.1 RFP Schedule. The following is the anticipated schedule of events for the RFP process, current as of the date of issuance of the Request for Proposal:

<i>RFP MILESTONE</i>	<i>DATE / DEADLINE</i>
Issuance of Request for Proposals:	Friday, October 18, 2024
Pre-Proposal Conference:	Monday, November 18, 2024
Clarifications/Questions Deadline:	Tuesday, November 26, 2024 5:00 pm
Pre-Proposal RFP Addenda Issuance Deadline:	Thursday, December 5, 2024
Pre-Submission Objections Deadline:	Thursday, December 5, 2024
Questions and Answers posted on Website:	Friday, December 6, 2024
Proposal Submission Deadline:	Monday, January 6, 2025 2:00 pm
Announcement of Short-Listed Proposers:	Friday, January 24, 2025
Presentations/Interviews with Proposers:	Monday, January 27 – 29, 2025
Negotiations (optional):	Friday, January 31, 2024
Notice of Intended Award:	Friday, February 7, 2025
Background and Reference Checks:	Monday, February 24, 2025
Award	Wednesday, March 5, 2025 Board of Trustees Meeting

4.4.2 Proceedings. All proceedings related to the RFP process shall be closed to the public.

4.4.3 Changes. 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 dates in the RFP Schedule shall mean the RFP Schedule as so adjusted.

4.5 PRE-PROPOSAL CONFERENCE

A conference (“Pre-Proposal Conference”) will be conducted on Monday, November 18, 2024, commencing at 2:00 PM PST via Zoom (link to be provided via addendum). Attendance at the Pre-Proposal Conference is not mandatory. The District reserves the right to schedule additional mandatory or non-mandatory conferences upon advance written notice. Whether or not a Proposer attends such conferences, it is charged with knowledge of all facts, circumstances, and other information that were made available at such conferences. Transcription services for persons with disabilities will be provided during the conference if requested in writing at least three (3) business days in advance of the scheduled date for such conference. Visual aids used by District presenters, if any, will not be available to firms before the Pre-Proposal Conference and may not be viewable remotely, but will be posted by Addendum after the Pre-Proposal Conference. Additional questions that arise after the Conference may be submitted by means of a written Request for Clarification.

4.6 RFP PROCEDURES

4.6.1 Licensing. 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 and all licenses required by Applicable Law for the performance of the Services.

4.6.2 Pre-Submission Objections. Any objection by a Proposer to the prescribed procedures, terms, conditions, or requirements set forth in these Instructions or their exhibits must be submitted to the District in writing in the same manner as applies to submission of Requests for Clarification no later than the “Pre-Submission Objections Deadline” in the RFP Schedule. Failure by a Proposer to so object shall constitute a final and conclusive waiver by the Proposer of its right to thereafter assert such objection for any purpose, including, without limitation, in connection with any protest or other determination made pursuant to Article 9 below.

4.6.3 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 individual provider(s) and not with multiple providers doing business as a joint venture. The provider acting as the “prime”, if it receives the Award, will enter into the Agreement with the District.

4.6.4 Subconsultants. Except as expressly prohibited by the RFP Documents, Proposers are permitted to provide for a portion of the Services to be performed by one or more consultants or contractors retained by the Proposer (collectively, “Subconsultant”) provided that **(1)** the contractor or consultant is not currently under, nor has it submitted a proposal for the award of, any other contract with the District and **(2)** the contractor or consultant proposed is

identified in the Technical/Hourly Rates Proposal by name, contact person, telephone number, fax number, e-mail address, and a description of the portion of Services to be performed by the Subconsultant. Subconsultants and their employees are not, however, permitted perform in, and shall not be proposed for, the Key Personnel positions of Bond Program Monitor or Deputy Bond Program Monitor, which Key Personnel positions must be performed by an employee of Proposer.

4.6.5 Conflicts of Interest. Proposer and each of its proposed Subconsultants shall sign and submit a completed form of Attachment No. 6 – “Conflict of Interest Certification” and Attachment No. 7 – “Vendor Code of Conduct Certification” attached hereto with its Technical/Hourly Rates Proposal. The District reserves the right to determine, in its sole and absolute discretion, whether any circumstances constitute a conflict of interest and/or violation of the Vendor Code of Conduct as set forth in Attachment No. 8 – “Vendor Code of Conduct” that may disqualify the Proposer or any Subconsultant from participating further in the RFP process. Proposers are furthermore responsible to familiarize themselves with the Vendor Code of Conduct and all District rules and requirements pertaining to conflicts of interest and ethical conduct by consultants and vendors, including, without limitation, to strictly comply with therewith in all aspects of their participation in the RFP process.

4.6.6 Interested Parties. A Proposer shall not participate in, or be “interested in,” a Proposal submitted by a different Proposer. Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. For purposes of this paragraph, “interested in” means having a managerial or financial interest in another Proposer or a Subconsultant to another Proposer.

4.6.7 Unauthorized Communications. Unless and except requested to do so in writing either in response to a written Request for Clarification from District or as otherwise permitted by the RFP Documents, Proposers, including their proposed Subconsultants, shall not communicate, either verbally or in writing, with the following: **(1)** an Evaluator; **(2)** any consultant or professional, or employee of a consultant or design professional, retained by the District for the purpose of providing the District or College advice or professional services in respect to the Bond Program, the Services, the RFP process, or the Award of the Agreement; or **(3)** any trustee, officer, employee or representative of the District or College with respect to any matter relating to this RFP or the Services. This complete prohibition on communications shall be in full force and effect from the issuance of the RFP through execution and approval of the Agreement by the Board of Trustees in order to ensure the fairness and impartiality of the procurement process and avoid even the appearance of any potential impropriety. Should any such unauthorized communications occur during this process, the Proposer may be immediately disqualified from this procurement and the District may take any other necessary action it deems appropriate to preserve the integrity of the process, including but not limited to disqualification from any other affected procurement, termination of the procurement(s) and/or re-evaluation of any potentially impacted component of the procurement with replacement Evaluation Panel members.

4.6.8 Waiver of Irregularities. District reserves the right with or without notice to Proposers and at any time during or after the RFP process to waive deviations, irregularities, errors, or omissions in a Proposer’s conduct in connection with the RFP process, in a Proposer’s Proposals, or in regard to any Proposer’s compliance or noncompliance with the requirements of the RFP

Documents. Under no circumstances is the District under an obligation to waive any irregularities, whether minor or material. No failure by the District to waive an irregularity shall be interpreted as precluding or limiting the District's right at any later point, including, without limitation, after Award, to waive such irregularity. No failure by the District to assert an irregularity shall be interpreted as precluding or limiting the District's right at any point, including, without limitation, after Award, to rely on such irregularity as a ground for disqualification of a Proposer or rejection of a Proposal. Under no circumstances shall a Proposer be entitled to assert as a ground for disqualification of another Proposer or protest against another Proposal the existence of an irregularity where the same, or substantially the same, irregularity has been committed by the protesting Proposer.

4.6.9 Withdrawal of Proposals. Proposals may be withdrawn at any time and resubmitted prior to the deadline for submission thereof set forth in the RFP Schedule. Proposals may not be resubmitted after such deadline.

4.6.10 False or Misleading 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 should District determine that any information submitted by the Proposer is false or materially incomplete and misleading.

4.6.11 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 Subconsultant during a Presentation/Interview.

4.6.12 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 upon all Proposers.

4.6.13 Inability to Perform. Any Proposer who at any point during the RFP process is determined by the District, in the exercise of its sole discretion, to be unable to perform the Agreement may be declared disqualified by the District, and if disqualified, will not be allowed to participate further in the RFP process.

4.6.14 Responsiveness. A Proposer who submits a Proposal that does not conform to or who does not conduct itself in accordance with the criteria or requirements of the RFP Documents 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 who 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 violations

of the RFP Documents occur by more than one Proposer, then the District shall endeavor to enforce or waive the requirements of the RFP Documents in a manner that affords, as much as possible, equal or comparable treatment to all such violating Proposers; provided, however, that where identical violations are scored by the Evaluators, it is recognized that there may be variations in scoring among different evaluators, and such variations shall not be considered unequal treatment. Consistent with the discretionary nature of the District's rights relative to the question of the non-responsiveness of a Proposer, wherever in the RFP Documents a term or condition of the RFP Documents 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 Documents 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.

4.6.15 Summaries. Summaries contained in the RFP Documents covering matters expressly addressed in more detail elsewhere in the RFP Documents are for the convenience of the Proposers and in all such instances the more specific, detailed provisions shall govern.

4.6.16 No Warranty. Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, concepts, criteria, reports, surveys, data, and other information provided by the District and nothing contained in the RFP Documents, or in any other information provided by the District, shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the completeness, accuracy, or sufficiency thereof. Statements and other information contained in the RFP Documents indicating the size, scope, or types of facilities that are included in the Bond Program are for the convenience of the Proposers to familiarize them with the general nature of the facilities development under the Bond Program and should not be interpreted as necessarily indicative of the scope of facilities planning, design, or construction with respect to which Proposers will be required to provide Services under the Agreement, which may be greater or lesser than that which is indicated by such statements or information.

4.6.17 RFP Changes. The District reserves the right, exercised in its sole and absolute discretion, to change, by additions, deletions, or modifications, any portion of the RFP Documents at any time.

4.6.18 Reserved.

4.6.19 Proposer's Expenses. Any expenses incurred by a Proposer, prior to or during the RFP process, in **(1)** preparing its Proposals, **(2)** submitting its Proposals to the District, **(3)** negotiating with District on any matter related to this RFP, including a possible contract, or **(4)** engaging in any other activity related to the RFP process prior to full execution of the Agreement, are the sole responsibility of the Proposer and the District shall not, under any circumstances (including, without limitation, a decision by the District to reject any or all Proposals or to withdraw or cancel the RFP with or without re-procurement), be liable for any such expenses. In

addition to the foregoing, by Proposer's submitting a Proposal to the District in response to this RFP, Proposer agrees to defend, indemnify, and hold harmless the Indemnitees (as defined in the Agreement), and each of them, from any and all losses, liabilities, claims, and damages asserted by third persons or entities engaged by or through Proposer or its Subconsultants, of any contracting Tier, in connection with responding to this RFP or preparing for or participating in the RFP process.

4.6.20 No District Commitment. Without limitation to any of the District's other rights under the RFP Documents, Applicable Laws, or the Agreement, the District reserves the right, exercised at any time and in its sole and absolute discretion, to do any of the following: **(1)** reject any Proposal that fails to comply with the requirements of the RFP Documents; **(2)** reject all Proposals; **(3)** make a determination that Proposer is disqualified from participating in the RFP process due to its being found not responsible to perform the Services contemplated by the RFP; **(4)** cancel all or a part of the RFP, with or without offering any Proposer the opportunity to participate in any future RFP process for the same or similar services; or **(5)** make Award to any Proposer or to no Proposer. Exercise by District of its rights under this Paragraph 4.6.20 shall not, under any circumstances, give rise to any liability or obligation on the part of District nor shall it constitute grounds for any claim by a Proposer for recovery from District of any loss, damage, cost, or expense. Nothing stated in this RFP and no action taken in response to this RFP, save and except for mutual execution of the Agreement that is approved by the Board of Trustees, shall constitute, or be interpreted as, creating any legal obligation or liability on the part of the District to any Proposer.

4.6.21 Time Periods. If a Proposer is asked in the RFP Documents to respond to a question relative to a stated time period (such as, for example, "within the past 5 years"), it shall be deemed to mean the period of time that precedes the date that the Proposer first submitted its Proposals to the District. If a question asks for information relative to a stated number of prior "full calendar (or fiscal) years," it shall mean the stated number calendar years immediately preceding the calendar (or fiscal) year in which the Proposals were first submitted by the Proposer. All references in the RFP Documents to "Day(s)" shall, unless otherwise stated, mean calendar days.

4.6.22 Investigations. At any time during the RFP process and without notice to any Proposer, District shall have the right to conduct investigations into matters related to the accuracy or completeness of the information contained in a Proposal or the qualifications and fitness of a Proposer to perform the Services. The decision to conduct or not conduct such investigations and whether to disclose or not disclose information obtained from any such investigations is a matter within the sole discretion of the District. Without limitation to the generality of the foregoing, under no circumstances shall the District be under an obligation to **(1)** conduct any investigation of possible misconduct or **(2)** take any action upon or give any consideration to allegations of misconduct that are not disclosed in a Proposal, including, without limitation, allegations of misconduct by a Proposer in its performance of a prior or existing contract with the District.

4.6.23 Other District Rights. The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

ARTICLE 5

PROPOSALS

5.1 SUBMISSION, FORM, AND CONTENT

5.1.1 Submission.

.1 Time. Proposals (Technical/Hourly Rates Proposals and Cost Proposals) must be received at the location stated below no later than the deadline for submission of Proposals that is stated in the RFP Schedule, which as of the date of issuance of this RFP is 2:00 p.m. (PST) on Monday, January 6, 2025. Each Proposer is solely responsible for timely receipt by District of its Proposals, and delay in the mail or other method of delivery used by the Proposer shall not constitute an excuse for late receipt. Proposals submitted via fax, telephone, or e-mail will not be accepted. If Proposals are hand-delivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking. In the sole and absolute discretion of the District, any Proposals received after the deadline stated in the RFP Schedule may be returned without consideration or may be considered if an Award cannot be made from among the Proposals received on time.

.2 Location. Proposers shall mail or deliver Proposals to:

Los Angeles Community College District
Business Services
Procurement Office, 6th Floor
770 Wilshire Blvd.
Los Angeles, CA 90017
Attention: Jason P. Cascio, Senior Procurement Specialist

5.1.2 Form.

.1 Requirements. Proposals (Technical/Hourly Rates Proposals and Cost Proposals) shall be prepared in a form that complies with the requirements set forth in Attachment No. 3 – “Proposal Requirements and Evaluation Criteria” attached hereto.

.2 Packaging.

(1) Proposers shall include **(a)** a title sheet to the Proposer's Technical/Hourly Rates Proposal stating "Technical/Hourly Rates Proposal Responding to RFP No.

24-08 - Bond Program Monitor" and **(b)** a title sheet to the Proposer's Cost Proposal stating "Cost Proposal Responding to RFP No. 24-08 - Bond Program Monitor."

(2) Proposers shall insert the Technical/Hourly Rates Proposal (original, copies and electronic) and the Cost Proposal (original, copies and electronic) in separately sealed envelopes (or other suitable sealed packaging) with the following labeling: **(a)** the envelope containing the Technical/Hourly Rates Proposal shall have a label affixed to the outside of the envelope stating "Technical/Hourly Rates Proposal of [Proposer's Name] Responding to RFP No. 24-08 - Bond Program Monitor" and **(b)** the envelope containing the Cost Proposal shall have a label affixed to the outside of the envelope stating "Cost Proposal of [Proposer's Name] Responding to RFP No. 24-08 - Bond Program Monitor."

(3) Proposers shall place both the sealed Technical/Hourly Rates Proposal envelope and the Cost Proposal envelope in a single container for submission to District with a label affixed to the outside of the container stating "Technical/Hourly Rates Proposal and Cost Proposal of [Proposer's Name] Responding to RFP No. 24-08 - Bond Program Monitor."

.3 Alterations. Interlineations, alterations, and erasures contained in a Proposal at the time it is submitted must be initialed by each and all of the signer(s) of the Verification submitted with such Proposal.

5.1.3 Content of Proposals.

.1 Each **Technical/Hourly Rates Proposal** shall include, without limitation to any of the other documents required by the terms of the RFP Documents, the following:

(1) a signed transmittal letter in the form required by Attachment No. 3 - "Proposal Requirements and Evaluation Criteria" attached hereto;

(2) Proposer's information provided in response to the RFP requirements applicable to the **Technical/Hourly Rates Proposal**, as set forth in Attachment No. 3 - "Proposal Requirements and Evaluation Criteria" attached hereto;

(3) a completed and signed Acknowledgment of Addenda in the form attached hereto as Attachment No. 5 - "Acknowledgment of Addenda";

(4) completed certifications (signed by Proposer and each of its proposed Subconsultants) in the form attached hereto as Attachment No. 6 - "Conflict of Interest Certification";

(5) a certification (signed by Proposer) in the form attached hereto as Attachment No. 7 - "Vendor Code of Conduct Certification";

(6) a signed Noncollusion Declaration in the form attached hereto as Attachment No. 9 – “Noncollusion Declaration”;

(7) a signed Nondiscrimination Certification in the form attached hereto as Attachment No. 10 – “Nondiscrimination Certification”;

(8) a signed Authorization to Release Information in the form attached hereto as Attachment No. 11 – “Authorization to Release Information”; and

(9) a signed Verification in the form attached hereto as Attachment No.12 – “Verification.”

.2 Each **Cost Proposal** shall include, without limitation to any of the other documents required by the terms of the RFP Documents, the following:

(1) a signed transmittal letter in the form required by Attachment No. 3 - “Proposal Requirements and Evaluation Criteria” attached hereto;

(2) Proposer’s information provided in response to the RFP requirements applicable to the **Cost Proposal**, as set forth in Attachment No. 3 - “Proposal Requirements and Evaluation Criteria” attached hereto;

(3) a completed and signed Acknowledgment of Addenda in the form attached hereto as Attachment No. 5 – “Acknowledgment of Addenda”; and

(4) a signed Verification in the form attached hereto as Attachment No.12 – “Verification.”

5.1.4 Evidence of Insurance. If and when requested by District at any time during the RFP process, Proposer shall provide evidence satisfactory to District that it has obtained and paid for the insurance coverage required by the Agreement.

5.1.5 Ownership of Proposals. Upon submission, Proposals shall become property of the District.

5.1.6 Changes to Proposals. Subject to Proposer’s right to withdraw and resubmit as stated in Paragraph 4.6.9, above, once a Proposal is submitted it may not be thereafter amended by the Proposer, except as permitted by District in the exercise of its sole and absolute discretion.

5.1.7 Firm Offer. Proposals not withdrawn as permitted in Paragraph 4.6.9, above, constitute firm, irrevocable offers, subject to acceptance by the District, and may not be withdrawn for a period of one hundred and eighty (180) Days following submission of the Proposal. No act or omission by the District, including, without limitation, any temporary suspension of Negotiations for the purpose of conducting Negotiations with another Proposer, shall constitute or be interpreted as

a rejection by District of a Proposer's Proposals unless and until such time as the Negotiations with that Proposer are formally terminated by the District in writing.

5.1.8 Revised Proposals. Usage in the RFP Documents of the term "Proposal," either in the singular or plural, shall be interpreted to mean and include not only the original Proposals submitted, but also any revised Proposal or offer that may be requested and submitted if and as permitted the RFP Documents. If revised Proposals are requested and submitted, unless otherwise requested by RFP Addendum, they shall in all relevant respects conform to the requirements of the RFP Documents applicable to the original submission of Proposals. If a question exists about whether a particular requirement of the RFP Documents applicable to original Proposals applies to a revised Proposal, a request must be submitted seeking clarification prior to submission of the revised Proposal. Proposers shall be bound by the District's determinations in regard to whether a revised Proposal complies with the requirements of the RFP Documents.

5.1.9 Non-Transferable. Proposals are neither assignable nor transferable by Proposer, and any such attempted assignment or transfer shall be deemed null and void at and from its inception.

5.1.10 Applicable Laws. All Proposals must be submitted, filed, made, and executed in accordance with Applicable Laws whether or not such Applicable Laws are expressly referred to in the RFP Documents.

ARTICLE 6

EVALUATIONS

6.1 TECHNICAL/HOURLY RATES PROPOSAL EVALUATIONS

The Evaluation Panel will conduct the necessary reviews and analyses that are necessary for evaluation and scoring of the Technical/Hourly Rates Proposals. By use of numerical or other scoring techniques, the Evaluators will base their evaluations and scoring of Technical/Hourly Rates Proposal on the evaluative criteria and scoring methodologies specified in Attachment No. 3 - "Proposal Requirements and Evaluation Criteria" attached hereto.

6.2 PRESENTATIONS/INTERVIEWS

The Evaluators comprising the Evaluation Panel, or a different panel of Evaluators from the panel evaluating the Technical/Hourly Rates Proposal should the District in its sole discretion so choose, will conduct the evaluation and scoring of the Presentations/Interviews of the Short-Listed Proposers. By use of numerical or other scoring techniques, the Evaluators will base their evaluations and scoring of Presentations/Interview on the evaluative criteria and scoring methodologies specified in Attachment No. 3 - "Proposal Requirements and Evaluation Criteria" attached hereto.

6.3 CONSENT TO DISCLOSURE

Submission of a Technical/Hourly Rates Proposal constitutes consent by Proposer to disclosure of all the contents of its Technical/Hourly Rates Proposal (including, without limitation, Proprietary and Confidential Information identified as such pursuant to Paragraph 2.4.13, above) to the Evaluators and to any consultants or others providing technical or legal advice or assistance to the District or Evaluation Panel. Submission of a Cost Proposal constitutes consent by Proposer to disclosure of all the contents of its Cost Proposal (including, without limitation, Proprietary and Confidential Information identified as such pursuant to Paragraph 2.4.13, above) to any consultants or others providing technical or legal advice or assistance to the District.

6.4 CHANGES

In the exercise of its sole discretion, the District reserves the right to make any changes in the evaluation process, evaluative criteria, scoring methodologies, and/or weighting of evaluative criteria at any point during the RFP process. Any such changes that constitute modifications to the information contained in the RFP Documents and that are judged by the District, in its sole discretion, to be material will be communicated to the Proposers by RFP Addendum.

6.5 PROTESTS

In submitting a Proposal in response to this RFP, Proposer accepts and agrees that no error or omission made by an Evaluator in scoring a Technical/Hourly Rates Proposal or Presentation/Interview shall constitute a ground for protest or challenge to an Award to a different Proposer unless the evidence produced by the protesting Proposer in the manner required by Article 9 below demonstrates that such error was intentional and that but for such error occurring the protesting Proposer would have been entitled to receive the Award.

ARTICLE 7

PROPOSED AGREEMENT

7.1 FORM OF AGREEMENT

A copy of the proposed Agreement is attached hereto as Attachment No. 1 – “Professional Services Agreement.” If the District accepts the Proposals submitted by a Proposer within the period of time that the Proposals are irrevocable, then such Proposer shall execute the Agreement without any exceptions, qualifications, or changes, except those that have been permitted by RFP Addendum or have been accepted by the District in writing.

7.2 CHANGES TO AGREEMENT

If a Proposer has an objection to a provision of the Agreement, it shall prior to the deadline for submission of Requests for Clarifications submit a Request for Clarification stating precisely **(1)** the section or paragraph, and each portion thereof, to which the Proposer objects, **(2)** the nature of and reason for the Proposer's objection and **(3)** a complete statement of the deletion, addition and/or revision in wording that the Proposer is requesting, including in the case of a revision that would entail a change in the wording of the provision, the exact wording of the revision being requested by the Proposer. The District reserves the right, in the exercise of its sole and absolute discretion, to accept, reject or reject with modification or conditions any such requested deletion, addition or revision to the Agreement. Any such requested deletion, addition or revision that is accepted and adopted by the District shall be communicated to all Proposers by issuance of an RFP Addendum prior to the deadline for submission of Proposals. In the event that exceptions and deviations to the proposed Agreement are requested in a Proposal and/or after Proposals have been submitted, which have not been approved by the District in a written RFP Addendum as described above, then the District may deem the Proposal non-responsive and may disqualify the Proposal at its discretion. In addition to the foregoing, District reserves the right, exercised in its sole and absolute discretion to **(a)** at any time prior to the deadline for submission of Proposals, to unilaterally change, by addition, modification, or deletion, any of the terms of the Agreement by issuance of an RFP Addendum setting forth the substance and wording of such change, **(b)** make minor, non-material revisions to the Agreement at any time prior to Award, and **(c)** insert as additional terms to the Agreement offered to a Proposer selected for Award any of the descriptions of Key Personnel or other positions set forth in the RFP Documents and any other information provided by such Proposer in its Proposals, including, without limitation, the Proposer's technical approach.

7.3 EXCEPTIONS

Proposals shall not contain, nor be conditioned upon acceptance of, any exceptions, qualifications, changes, or additions to the terms and conditions of the Agreement, other than changes that have been approved and ordered District by means of a duly issued RFP Addendum or as part of the conduct of Negotiations. Statements contained in a Proposal indicating, explicitly or implicitly, that the Proposal, or any portion thereof, is based on certain "assumptions," "qualifications," or "exclusions" that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible exception in violation of the requirements of this Section 7.3.

7.4 CONFLICTS

In the event of a conflict between the terms of the RFP Documents and any term or condition in the Agreement the former shall govern for purposes of the determining the requirements of the RFP process and the latter shall govern the terms of the executed Agreement between the District and the Proposer receiving the Award.

7.5 PROPOSAL SUBMISSION

Submission by a Proposer of a Proposal constitutes a representation and promise by the Proposer that if the District notifies that Proposer that the District intends to make an Award to the Proposer that the Proposer will enter into the Agreement with the District in accordance with the term and conditions of Attachment No. 1 – Professional Services Agreement, as revised by RFP Addendum or as otherwise permitted by these RFP Instructions.

7.6 INDEMNIFICATION

THE PROPOSER TO WHOM AWARD IS MADE BY THE DISTRICT SHALL BE REQUIRED TO ASSUME THE DEFENSE AND INDEMNIFICATION OBLIGATIONS THAT ARE SET FORTH IN THE AGREEMENT ATTACHED HERETO AS ATTACHMENT NO. 1 – “PROFESSIONAL SERVICES AGREEMENT.”

ARTICLE 8

NOTICE AND AWARD

8.1 NOTICE OF INTENTION TO AWARD OR NEGOTIATE

8.1.1 Notices. At the option of the District, exercised or not exercised in the sole discretion of the District, upon completion of the scoring and ranking following the conclusion of the Second Phase, the District may, but is not required to, issue a notice titled “Notice of Intent to Negotiate” announcing the District’s intention to enter into Negotiations with the highest-ranked Short-Listed Proposer. Alternatively, in the exercise of its sole discretion, the District may elect to issue a Notice of Intended Award to the highest-ranked Short-Listed Proposer without conducting Negotiations, based on an acceptance by the District of that Short-Listed Proposer’s offering as set forth in its Proposals.

8.1.2 Negotiations. If the District’s elects to conduct Negotiations, the District will proceed as described in Subparagraph 2.4.7.3, above.

8.1.3 Final Selection. The District intends to make the Award to the Short-Listed Proposer whose Proposal, in the judgment of the District exercised in its sole and absolute discretion, represents the overall most advantageous proposal to the District. Inasmuch as the District may conduct Negotiations with Proposers to secure an offer more advantageous to the District, Proposers are advised that scores received by Proposers are intended to inform, but not control, the District’s final selection of the Proposer to whom it will make the Award.

8.1.4 Tie. In the event that at the close of the First Phase of the RFP process there is a tie between any two or more Proposers who receive scores that are among the three (3) top scores achieved for the First Phase, then all such Proposers with identical, tying scores shall be included among the Short-Listed Proposers. If, at the close of the Second Phase of the RFP process, two or more Proposer’s have received identical total, overall scores for the First and Second Phases of the

RFP process, then the District will establish the final ranking of those Proposers by means of random, blind selection, such as, but not limited to, selection by lot.

8.1.5 News Releases. News releases pertaining to any Award resulting from this RFP shall not be made without the prior written approval of District.

8.1.6 District Employee Names. Proposers shall not use the names, office phone numbers, email addresses and/or addresses of District employees for any purpose not directly related to the this RFP.

8.2 BOARD OF TRUSTEES APPROVAL

Approval by the District's Board of Trustees is required prior to Award, and no Notice of Intended Award shall be binding upon the District unless an Award is so approved. No agreement with the District is effective until signed by all of the parties to the agreement and the agreement has been authorized and approved by the District's Board of Trustees.

ARTICLE 9

DEBRIEFINGS, NON-RESPONSIBILITY, AND PROTESTS

9.1 DEBRIEFINGS

The District, in the exercise of its sole and absolute discretion, may make available, for those unsuccessful Proposers requesting it, an opportunity for a debriefing. Debriefings, if any, will be conducted after the Award, if any, of a contract pursuant to this RFP or at such other time as determined appropriate by the District in the exercise of its sole and absolute discretion. Debriefing of Proposers not selected to be among the Short-Listed Proposers will also not, unless the District notifies the Proposers to the contrary, be conducted until after Award. At a debriefing, the Proposer may be, in the sole and absolute discretion of the District, provided with: **(1)** a summary of the District's evaluation of significant weaknesses or deficiencies in the Proposer's Proposals and performance during the RFP process; **(2)** the overall score achieved by the Proposer for each of the First and (if applicable) Second Phases; **(3)** the overall, total scores and ranking of the Short-Listed Proposers; and **(4)** a summary of the rationale for the Award. Copies of competing Proposals and evaluation work sheets of the Evaluation Panel will not be provided. Debriefings shall not include a point-by-point comparison with other Proposals. Debriefings shall not include disclosure of any information prohibited from disclosure by Applicable Laws or exempt from release under Applicable Laws pertaining to release of public records, including, without limitation, Proprietary and Confidential Information identified as such in a Proposal pursuant to Paragraph 2.4.13, above.

9.2 NON-RESPONSIBILITY

Nothing stated in this Article 9 or elsewhere in the RFP Documents shall be interpreted as limiting the District's right to disqualify a Proposer based on a finding by the District that the

Proposer, or any Subconsultant proposed by a Proposer, is not responsible; meaning that the Proposer or Subconsultant does not have the demonstrated attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the required services. In the event of such a determination of non-responsibility, the Proposer's sole and exclusive rights to appeal shall be as set forth in the District's Administrative Procedures 6340 and shall not be subject to appeal, protest, or challenge by such Proposer pursuant to the protest procedures described in Section 9.3, below.

9.3 PROTESTS OF AWARD

A Proposer who has not been disqualified, whose Proposal or other actions taken have not been determined to be non-responsive to the requirements of the RFP Documents, and who under the terms of the RFP Documents had the right to participate in, and in fact fully participated in, the Second Phase of the RFP process, may file a protest ("Protest") challenging the Award to another Proposer, provided that the Proposer filing the Protest complies with the District's Business Operations and Policy Procedures, PP-04-09, Bid Protests and Appeals, a copy of which is attached hereto as Attachment No. 14 – "Operations and Policy Procedures, PP-04-09" ("Protest Rules"). For purposes of further clarification of the procedures set forth in the Protest Rules and their interpretation and application to this Request for Proposal, the "notification of the proposed award" as that term is used in Paragraph II, A, (3) of the Protest Rules shall be deemed to be the "Notice of Intended Award" as that term is used in these Instructions.

ARTICLE 10

ATTACHMENTS

The following Attachments are attached hereto and incorporated by this reference as part of the RFP Documents:

- ATTACHMENT NO. 1 PROFESSIONAL SERVICES AGREEMENT
- ATTACHMENT NO. 2 DESCRIPTION OF BASIC SERVICES
- ATTACHMENT NO. 3 PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA
- ATTACHMENT NO. 4 REFERENCE DOCUMENTS
- ATTACHMENT NO. 5 ACKNOWLEDGEMENT OF ADDENDA
- ATTACHMENT NO. 6 CONFLICT OF INTEREST CERTIFICATION
- ATTACHMENT NO. 7 VENDOR CODE OF CONDUCT CERTIFICATION
- ATTACHMENT NO. 8 VENDOR CODE OF CONDUCT
- ATTACHMENT NO. 9 NONCOLLUSION DECLARATION
- ATTACHMENT NO. 10 NONDISCRIMINATION CERTIFICATION
- ATTACHMENT NO. 11 AUTHORIZATION TO RELEASE INFORMATION
- ATTACHMENT NO. 12 VERIFICATION
- ATTACHMENT NO. 13 CONSENT TO BACKGROUND INVESTIGATION
- ATTACHMENT NO. 14 OPERATIONS AND POLICY PROCEDURES, PP-04-09

END OF RFP INSTRUCTIONS

RFP ATTACHMENT NO. 1



**STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT BETWEEN
DISTRICT AND CONSULTANT**

(SHORT FORM)

by and between

THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

(the "District")

and

(the "Consultant")

NOTE: THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE DISTRICT'S BOARD OF TRUSTEES, WHICH APPROVAL, IF GIVEN, CONSTITUTES A CONDITION PRECEDENT TO ITS BEING AN EFFECTIVE, BINDING, OR ENFORCEABLE AGREEMENT.

PROFESSIONAL SERVICES AGREEMENT BETWEEN DISTRICT AND CONSULTANT (Short Form)

THIS PROFESSIONAL SERVICES AGREEMENT BETWEEN DISTRICT AND CONSULTANT ("Agreement") is entered into on the Effective Date (defined below) by and between **THE LOS ANGELES COMMUNITY COLLEGE DISTRICT**, a community college district organized under the laws of the State of California, located at 770 Wilshire Boulevard, 9th floor, Los Angeles, California and _____, a _____ ("Consultant") located at _____.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged by their signatures below, it is mutually agreed by and between the undersigned as follows:

ARTICLE 1 TERM

This Agreement shall become effective on the later of either _____ or the date this Agreement is approved by the Board of Trustees ("Board of Trustees") for the District ("Effective Date"). Unless earlier terminated by District or Consultant in accordance with Article 7 hereof, this Agreement shall automatically terminate upon expiration of a period of five (5) years from and after the Effective Date.

ARTICLE 2 CONSULTANT SERVICES

2.1 Scope of Services. The professional services to be provided by Consultant under this Agreement consist of those services described in Scope of Services - Exhibit "A", attached hereto and in the documents comprising the Consultant's response to the District's Request for Proposal 24-08 attached hereto as RFP Proposal - Exhibit "D" ("RFP Proposal") together with any other professional services that, although not expressly described therein, are nonetheless reasonably inferable as necessary to achieve the objectives stated therein or that are customarily provided by other professionals performing services of a similar nature under similar circumstances ("Basic Services"), together with any Additional Services authorized by the District pursuant to Article 4, below (Basic Services and Additional Services are referred to hereinafter collectively as "Services"). In the event of an irreconcilable conflict between the RFP Proposal and this Agreement or its other exhibits, this Agreement and such other exhibits shall control.

2.2 Standard of Care. Without limiting Consultant's other obligations under this Agreement, Consultant shall at all times perform its obligations under this Agreement in an efficient and economical manner consistent with District's best interests as made known to Consultant by District and with the level of professional care, skill, practice, and judgment exercised by other professional consultants performing services of a similar nature under similar circumstances.

2.3 Applicable Laws. Consultant shall perform its Basic Services and Additional Services in accordance with all applicable laws, rules, codes, regulations, ordinances, and orders of governmental authorities ("Applicable Laws").

2.4 Licensing. Consultant warrants and represents that it and its Subconsultants are specially trained, qualified, experienced, and competent to provide the Services described in this Agreement and that they have, and will maintain throughout the Term of this Agreement, any and all professional and business licenses issued by the

State of California or any appropriate federal, state or local governmental authority, required by Applicable Laws for the performance of any Services under this Agreement.

2.5 Key Personnel. Key Personnel are those individuals employed by Consultant or a Subconsultant who are listed as Key Personnel in Key Personnel and Pre-Approved Subconsultants - Exhibit "B" attached hereto, and any additions or replacements thereto approved by District, whose personal performance is deemed of the essence to this Agreement. Upon request by District, exercised in its reasonable discretion, Consultant shall at Consultant's own expense remove any Key Personnel deemed by District to be performing unsatisfactorily and replace him/her with another individual acceptable to District. No Key Personnel, for so long as he/she is employed by Consultant, shall be otherwise removed or replaced except with the prior written consent of District, which consent may be withheld or granted in District's sole and absolute discretion.

2.7 Subconsultants. Consultant shall have the right, with prior written approval of District that may be granted or withheld in District's sole and absolute discretion, to retain qualified subconsultants or subcontractors ("Subconsultant(s)") to perform portions of Basic Services; provided, however, that no Subconsultant shall perform any Key Personnel position. Consultant shall retain such approved Subconsultants by a written contract that (1) requires each Subconsultant to assume toward the Consultant all of the obligations assumed by Consultant under this Agreement, including, without limitation, the Consultant's obligations pertaining to indemnity, ownership of documents, insurance, confidentiality, and records retention; and (2) includes a provision assigning the Consultant's rights and interest in and to the Subconsultant's contract to District contingent only upon written notice by District to the Subconsultant of its acceptance of such assignment. Consultant shall remain solely responsible for the acts and omissions of its Subconsultants, notwithstanding District's review or approval of a Subconsultant or any contract entered into between Consultant and a Subconsultant. The Subconsultants listed in Key Personnel and Pre-Approved Subconsultants - Exhibit "B" attached hereto as approved Subconsultants shall be deemed approved by District pursuant to this Section 2.7.

2.8 Time. Time is of the essence to Consultant's performance of this Agreement. The Consultant's Services shall be performed as expeditiously as possible and in a manner consistent with the standard of care described in Section 2.2, above, giving high priority to any deadlines requested by the District and with due consideration to the urgency that is appropriate for matters such as those handled by the Consultant under the provisions of this Agreement. All references to "days" in this Agreement shall mean calendar days, including holidays and weekends, unless otherwise described as business days; provided, however, that if this Agreement requires performance of act within a period of time that ends on a weekend day or holiday, then the time for performance of the act shall be extended to the end of the next business day.

2.9 Safety. The District shall provide Consultant access to such real properties and facilities owned by the District, as needed to perform under this Agreement ("Site(s)"). Neither Consultant nor any Subconsultant shall enter upon any Site without prior notice to and consent by District. Consultant and its Subconsultants shall, if requested, sign, and cause each employee entering a Site to sign, a release of liability in such form as provided by District. Consultant shall, exercising the standard of care required by Section 2.2, above, take care that no persons and property at the Site are harmed or damaged by reason of Consultant's and its Subconsultants' activities. If Consultant or any Subconsultant, exercising the standard of care of a professional integrity monitor and not that of a design professional, engineer, or construction contractor, observes any unsafe or dangerous conditions at the Site, Consultant shall immediately report such conditions to District in writing. Except to the extent of the Consultant's breach of the foregoing obligations, nothing stated in this Agreement shall be interpreted as expressing or implying an assumption by the Consultant of a duty or obligation or as imposing upon Consultant any liability for site safety or as a generator, disposer, or arranger for the disposal of hazardous substances.

2.10 Meetings. Consultant shall, as part of Basic Services, attend all meetings with District and District's consultants, contractors, representatives, trustees, students, and the public that are requested by District or that are necessary to completion and timely performance of the Services.

2.11 Certifications. Consultant shall execute such certifications or other documentation as reasonably requested by District that are confirmatory of matters within the scope of its Services to be provided under this Agreement.

2.12 Approvals. Approvals by or on behalf of District of documents prepared by Consultant, or of any Services performed under this Agreement, shall not, under any circumstances, be deemed as relieving Consultant from its sole responsibility to perform all Services in a manner consistent with this Agreement, Applicable Laws and the standard of care required by Section 2.2, above.

2.13 Community Economic Development. Consultant will, at all times in its performance of its obligations under this Agreement, strictly adhere to the requirements of the District's Community Economic Development Program, including, without limitation, compliance with the requirements of the District's Administrative Procedures 6330. Consultant shall, upon request of District from time to time, provide evidence of such compliance.

2.14 Background Checks. Consultant shall comply with, and assumes responsibility for its Subconsultants' compliance with, the District's policies and procedures, as heretofore enacted or hereafter amended, pertaining to criminal background checks, including, without limitation, LACCD Administrative Procedure 6370. Without limitation to the generality of the foregoing, if and to the extent required by those policies and procedures, certifications of compliance shall be submitted by the Consultant before any Services are performed by the Consultant and shall be submitted by each Subconsultant prior to its performing any Services under its contract with Consultant. The Consultant shall submit two (2) such certification forms ("Background Check Certification" and "Certification of Compliance with LACCD Administrative Procedure 6370"), using the forms attached hereto as Background Check Certifications – Exhibit "F" signed by the Consultant and each Subconsultant. The format or content of the certifications included in Background Check Certifications – Exhibit "F" attached hereto may be modified at the District's sole and absolute discretion, without prior notice to the Consultant, in which event the Consultant and its Subconsultants shall comply with any such additional requirements and execute such new certifications. The Consultant and its Subconsultants shall comply with all Applicable Laws, as heretofore or hereafter enacted or amended, when performing criminal background checks or otherwise taking action to certify compliance with LACCD Administrative Procedure 6370, including, without limitation, Applicable Laws governing consumer reporting (including, without limitation, California Investigative Consumer Reporting Agencies Act), anti-discrimination (including, without limitation, Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act), and Applicable Laws relating to privacy and confidentiality. The Consultant agrees in accordance with Section 5.1, below, to defend, indemnify and hold harmless the Indemnitees from and against any and all losses relating to or resulting from the Consultant's or any Subconsultant's acts or omissions in connection with the conduct of criminal background checks and compliance with LACCD Administrative Procedure 6370, including, without limitation, any losses associated with actions taken against candidates and personnel of the Consultant or its Subconsultants based, in whole or in part, on information contained in any criminal background check report obtained by the Consultant or its Subconsultants or information discovered by the Consultant or its Subconsultants in connection with the criminal background check process.

2.15 Conflicts of Interest. Consultant shall at all times strictly comply with all requirements of Applicable Laws and District policies, rules and procedures as heretofore or hereafter enacted or amended pertaining to ethical obligations and avoidance and disclosure of conflicts of interest, including, without limitation, the District's 2017 Code of Conduct Policy and Administrative Regulation B-36 (Bond Program Code of Conduct). Notwithstanding any stated in this Agreement to the contrary, violation of this Section 2.15 shall constitute immediate grounds for replacement of the person committing such violation and termination of this Agreement for default, without the requirement that the District offer any opportunity to cure such default as a condition of such termination. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, ALL PERSONS PERFORMING SERVICES PROVIDED FOR BY THIS AGREEMENT SHALL COMPLY WITH THE REQUIREMENTS OF THE DISTRICT'S "CONFLICT OF INTEREST CODE" BOARD POLICY 2710 AND ADMINISTRATIVE PROCEDURE 2712 AND ITS INCORPORATED PROVISIONS OF 2 CALIFORNIA CODE OF REGULATIONS SECTION 18730, VENDOR CODE OF CONDUCT – ADMINISTRATIVE PROCEDURE 6740, AND ANY AMENDMENT THERETO HERETOFORE OR HEREAFTER DULY ADOPTED INCLUDING, AT A MINIMUM, FULL COMPLIANCE WITH THE REQUIREMENTS THEREOF APPLICABLE TO "CONSULTANTS/NEW POSITIONS" AND INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH DISCLOSURE REQUIREMENTS BY MEANS OF ANNUAL SUBMISSION OF A FORM 700 STATEMENT OF ECONOMIC INTERESTS.

2.16 Public Contract Code §2204. Consultant certifies and represents that at the time of submitting its proposals for the Services described herein and entering into this Agreement with the District, the Consultant was/is not identified on a list created pursuant to subdivision (b) of Public Contract Code §2203 as a person (as defined in Public Contract Code §2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code §2202.5, or as a person described in subdivision (b) of Public Contract Code §2202.5, as applicable. Consultant understands 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 §2205.

2.17 Staffing Plan. Attached hereto is the Consultant's Initial Staffing Plan – Exhibit "E" ("Initial Staffing Plan") setting forth the Consultant's approved plan for assigning and utilizing its Key Personnel and support staff during the first 12 months of the Term. Subject to the review and approval process set forth in this Section 2.17 Consultant shall not materially deviate from the Initial Staffing Plan, or from any adjustments to the Initial Staffing Plan as are hereafter agreed to without the written approval of the District, such approval not to be unreasonably withheld. Consultant and District shall meet periodically during the Term (no less often than once every six months and at least thirty (30) days before the anniversary date of the expiration of each successive twelve (12) month period after the Effective Date of this Agreement) to evaluate and agree upon the following: (1) adjustments to the Initial Staffing Plan to incorporate estimated staffing for the next twelve (12) month period and (2) any interim adjustments as may be required to better meet the needs of the District. All such adjustments will be made as mutually agreed between Consultant and District. Consultant assumes a continuing obligation of fiscal responsibility throughout its performance to not allow staffing levels to exceed that which is reasonably required to perform this Agreement and if at any time the staffing levels called for the Initial Staffing Plan (as adjusted pursuant to the adjustment process provided for in this Section 2.17) exceed or are believed to be inadequate to accomplish that which is reasonably required to perform this Agreement the Consultant shall promptly notify the District and request a meeting to discuss possible further adjustments.

2.18 Use of Technology. In all aspects of Consultant's performance of Services under this Agreement and with respect to all communications and other dealings related to the Bond Program, Consultant and its Subconsultants shall, unless otherwise directed in writing by District, use only and exclusively the technology equipment and/or information systems issued by the District to the Consultant. In so agreeing, the Consultant acknowledges and understands, and shall inform its Subconsultants and all persons performing Services, in writing, that there is no reasonable expectation of privacy or ownership in the communications, data, or work product stored or transacted in the District's technology equipment and/or information systems. Such use of the District's equipment technology or access to information systems may be revoked by the District at any time, including, without limitation, in the event of any misuse or misappropriation. Such use and access to the District's technology and/or equipment and information systems is subject to the District's most-current edition of its Board rules, policies and procedures, including but not limited to the LACCD Information Technology Security Policies and Procedures set forth in Administrative Procedures 3720-3724 and Administrative Protocols 3720-3723(A), as they exist as of the Effective Date and as may be hereafter amended by the District. Consultant shall diligently monitor and enforce compliance by Consultant, the Subconsultants, and the employees of each of them, with the requirements of this Section 2.18 and immediately report to the Office of General Counsel for the District any observed violations.

2.19 Executive Order N-6-22 (Economic Sanctions Relating to Russia). Consultant agrees and shall require its Subconsultants to agree, at all times during the Term, to comply with the requirements of Executive Order N-6-22 signed by the Governor of the State of California on March 4, 2022, and all other federal or state orders, statutes, regulations, and guidelines related thereto that have been since issued or that may be hereafter issued (collectively, "Executive Order N-6-22"), for so long as the economic transaction limitations and other requirements of Executive Order N-6-22 are in effect. Without limitation to the foregoing, Consultant and its Subconsultants shall not enter into any contract for performance of Services by any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal orders, statutes, rules, or regulations that may follow. If the total compensation payable to Consultant exceeds \$5 million, the Consultant and, if applicable, its Subconsultants, shall furthermore comply with all notification and reporting requirements of Executive Order N-6-22. Consultant and its Subconsultants agree to execute such additional

certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Consultant's and its Subconsultants' compliance and continuing compliance with the foregoing.

2.20 Force Majeure Events. Neither Party shall be responsible or liable to the other Party for, nor be deemed to have defaulted under this Agreement for any failure or delay in fulfilling or performing any provision of this Agreement, because of any Force Majeure Event or combination of Force Majeure Events. Each Party shall bear its own Losses resulting from the occurrence of a Force Majeure Event, including, without limitation, any additional costs of resuming performance after the Force Majeure Event has ended. A Party shall be not liable or responsible to the other Party for losses suffered by the other Party due to a Force Majeure Event. The occurrence of a Force Majeure Event shall not excuse a Party from a default or other wrongful conduct that occurred prior to or after the end of the Force Majeure Event. If Consultant believes its performance is being impacted due to a Force Majeure Event, Consultant shall immediately notify the District in writing and take steps as reasonably practicable at Consultant's own expense and without any additional compensation or reimbursement by District to mitigate or avoid the impacts of the Force Majeure Event and failing to do so shall be responsible to District for the losses suffered by District as a result of such failure. "Force Majeure Event" shall mean circumstances that are beyond the control of both the District and Consultant, including, without limitation, the following: (1) Acts of God; (2) terrorism or other acts of public enemy; (3) acts or omissions of Governmental Authorities (other than District), including, without limitation, Inspectors of Record; (4) epidemics, pandemics or quarantine restrictions; (5) strikes; or (6) industry-wide shortages in materials or labor.

2.21 Data Security and Data Management.

2.21.1 General. Throughout the course of the Consultant's performance of this Agreement, Consultant shall implement, maintain, monitor, document and comply with appropriate cyber security measures and systems that are consistent with industry standards of the cloud computing/online services industry and that equal or exceed the then-current cyber security measures and systems of the District, including, without limitation, technologies, processes, procedures, controls and other physical, technical and administrative safeguards to protect against the loss or unauthorized destruction, disabling, manipulation, alteration, disclosure of, access to or control of information and operational technology systems, data centers and storage systems, software and internet-enabled applications and devices, networks, and the data contained in any of them, and to provide for data to be appropriately removed by means of deletion, degaussing, or destruction and such removal actions documented in accordance with industry forensic standards. Consultant shall require its Subconsultants, as well as the Consultant's and its Subconsultants' employees, agents, subcontractors and technology hardware, software and service providers to comply with the cyber security requirements of this Agreement, including but not limited to, LACCD Information Technology Security Administrative Procedures and Protocols as specifically referenced in Section 2.18, above. If Consultant suspects or becomes aware of a breach of data security, it shall immediately notify the District in the manner set forth in Paragraph 2.21.2, below. Without limitation to the District's other rights or remedies afforded by this Agreement or Applicable Laws, Consultant agrees to defend, indemnify and hold harmless the Indemnitees in accordance with this provision and Article 5, below, from and against any loss (including, without limitation, any notification costs) arising out of or related to a breach by Consultant or a Subconsultant of any of the Consultant's obligations of this Agreement or any Applicable Law (including, without limitation, a resulting violation by District of its obligations under California Civil Code Section 1798.29) relating in any way, to cyber security or the confidentiality of District Data or Confidential Information.

2.21.2 Data Security Breach. Consultant shall report, either orally or in writing, to District any breach of security involving District Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of District Data, not authorized by this Agreement or in writing by District, including any reasonable belief that an unauthorized individual has accessed District Data. Consultant shall make the report to District immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Consultant reasonably believes there has been such unauthorized use or disclosure. Oral reports by Consultant regarding data compromises will be reduced to writing and supplied to District as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report. In addition to the foregoing, Consultant shall do the following: (1) immediately upon becoming aware of any data security breach, Consultant

shall fully investigate the circumstances, extent and causes of the breach, and report the results to District, including but not limited to the Chief Facilities Executive and Vice Chancellor of Information Technology, and continue to keep District informed on a daily basis of the progress of its investigation until the issue has been effectively resolved. The report discussed herein shall identify the nature of the unauthorized use or disclosure; the type of data used or disclosed; who made the unauthorized use or received the unauthorized disclosure; and what corrective action Consultant has taken to prevent any subsequent unauthorized use or disclosure; (2) within five (5) days of the date Consultant becomes aware of any such data security breach, Consultant shall have completed implementation of corrective actions to remedy the breach, restore District access to the software services and/or systems as directed by District, and prevent further similar unauthorized use or disclosure. Consultant, at its expense, shall cooperate fully with District's investigation of and response to any such incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without written permission from District; and (3) notwithstanding any other provision of this Agreement, and in addition to any other remedies available to District under law or equity, Consultant shall promptly reimburse District in full for all costs incurred by District in any investigation, remediation, or litigation resulting from any such data security breach, the payment of legal fees and expenses, audit costs, fines and penalties and other fees imposed by regulatory agencies or courts of law as a result of the data security breach.

2.21.3 Data Retention and Disposal. Consultant will use appropriate and reliable storage media, Consultant will regularly backup District Data and retain such backup copies for a minimum of six (6) months after this Agreement has ended. At the District's request, Consultant will either securely destroy or transmit all data to a District repository any backup copies of District Data. Consultant will supply District a certificate indicating data records disposed of, date of disposal, and method used in its disposition.

2.21.4 Legal Hold on Data. Consultant will immediately place a "legal hold" on data destruction or disposal under its usual records retention policies of records that include District Data in response to an oral or written request from District indicating that those records may be relevant to litigation that District reasonable anticipates. Oral requests by District for a hold on record destruction will be reduced to writing and supplied to Consultant for its records as soon as reasonably practicable under the circumstances. District will promptly coordinate with Consultant regarding the preservation and disposition of these records. Consultant shall continue to preserve the records until further notice by District.

2.21.5 Data Transfer upon Termination or Expiration of Agreement. Upon expiration of the Term of this Agreement, Consultant will ensure that all District Data are securely transferred to District, or a third party designated by District, within thirty (30) days, and in a manner and format further specified by District.

2.21.6 Access to Data. Access to District data managed, stored or transacted by the Consultant shall at all times be made accessible, without undue delay, to District employees at the direction and/or request of District.

2.21.7 District Data means the following information, of any kind and in any form (paper or electronic media) to which the Consultant has or may have access, including without limitation information inputted by Consultant, in connection with or incidental to the Consultant's performance of this Agreement: (1) Confidential Information; (2) end-user data, such as, but not limited to, personally identifiable information relating to the District's trustees, employees, faculty, staff or students; and (3) Student Information.

2.22 Family Educational Rights and Privacy Act. Consultant and its Subconsultants, and its/their employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Consultant 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 Student Information. Consultant and its Subconsultants 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. Consultant shall implement and maintain administrative, physical and technical 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. "Student Information" means any, and the cumulative of all, records kept or caused to be kept by the District pertaining to a student's enrollment, scholarship or educational progress.

ARTICLE 3 CONSULTANT COMPENSATION

3.1 Terms of Compensation. Consultant shall be paid a total compensation for performance of the Basic Services comprised exclusively of Basic Services Fees (as defined in Section 3.2, below) and Reimbursable Expenses (as defined in Section 4.2, below).

3.2 Basic Services Fees: Subject to any additional terms set forth in Supplemental Compensation Provisions - Exhibit "C" attached hereto, Consultant's compensation for Basic Services performed ("Basic Services Fees") shall consist of an **hourly compensation** calculated by multiplying the number of personnel hours performed in accordance with this Agreement times the corresponding fixed, lump sum hourly rates (inclusive of all overhead and profit) ("Contract Hourly Rates") set forth in Supplemental Compensation Provisions - Exhibit "C" attached hereto, not to exceed the following agreed maximum Basic Services Fee amounts (each a "Maximum Basic Amount"): (1) for Basic Services performed during the first six (6) months of the Term (commencing from the Effective Date) the amount of \$_____ ; (2) for Basic Services performed during the first 12 months of the Term (commencing from the Effective Date) the amount of \$_____, (3) for Basic Services performed during the second successive 12 months of the Term the amount of \$_____ ; (4) for Basic Services performed during the third successive 12 months of the Term the amount of \$_____ ; (5) for Basic Services performed during the fourth successive 12 months of the Term the amount of \$_____ ; and (6) for Basic Services performed during the fifth successive 12 months of the Term the amount of \$_____.

3.3 Exclusive Compensation. The compensation described in Section 3.1, above, shall be Consultant's sole and exclusive compensation for satisfactory performance of Basic Services in accordance with this Agreement. All costs and expenses associated with performance of Basic Services that District has not agreed to separately reimburse as a Reimbursable Expense, shall be deemed included in the Basic Services Fees payable to Consultant pursuant to Section 3.2, above, and shall be borne by Consultant without separate reimbursement by District. In the event the actual sum of Basic Services Fees earned and payable by District during a period of time designated in any of Clauses (1) through (6) of Section 3.2, above, is less than the Maximum Basic Amount governing payment for Basic Services Fees earned during said period of time, then the difference (or, savings) shall not be "banked" or carry over to any other period of time that is subject a separate Maximum Basic Amount and shall accrue entirely and exclusively to the benefit of the District.

3.4 Subconsultant Fees. Unless otherwise expressly agreed to in writing by District in the Supplemental Compensation Provisions - Exhibit "C" attached hereto, fees incurred by Subconsultants in the performance of Basic Services shall be deemed to be fully included in and covered by the Consultant's Basic Services Fees and shall not be separately compensated or reimbursed as a Reimbursable Expense.

3.5 Invoices for Payment. Once a month, no later than the 15th day of the month following the month in which Services are performed under this Agreement, Consultant shall submit to District's Account Payable Office an accurate and complete Invoice for Payment, using a form of an invoice approved by and satisfactory to District, signed by Consultant, requesting payment for Services completed by Consultant and Reimbursable Expenses incurred and paid by Consultant during the preceding calendar month and calculated based on the following:

3.5.1 the number of hours of Basic Services performed by Consultant's personnel in accordance with this Agreement multiplied times the corresponding Contract Hourly Rates for such personnel; plus

3.5.2 authorized Reimbursable Expenses (as defined in Section 4.2, below) that have been incurred and paid by Consultant; plus

3.5.3 if Additional Services have been authorized in writing by District pursuant to Section 4.1, below, a compensation for performance of such Additional Services that is based on the number of hours of Additional Services performed by Consultant's personnel in accordance with the Agreement multiplied times the Contract Hourly Rates for such personnel set forth in Supplemental Compensation Provisions - Exhibit "C" attached hereto and not to exceed any mutually-agreed maximum or cap on such Additional Services compensation.

3.5.4 less, payments previously made;

3.5.5 less, amounts that District is authorized to retain or withhold pursuant to the terms of this Agreement.

3.6 Disputed Calculations. In the event that there is a disagreement between District and Consultant with respect to any of the calculations referred to in Section 3.5, above, then Consultant shall, without waiving its rights to assert a claim for any disputed portion, revise and resubmit the Invoice for Payment to reflect such percentages as determined by District, in the exercise of its good faith judgment, to be appropriate.

3.7 Accompanying Documentation. Invoices for Payment submitted by Consultant shall be accompanied by copies of supporting documentation satisfactory to District substantiating Consultant's request for compensation for Basic Services, Additional Services and Reimbursable Expenses (including, without limitation, time sheets verifying actual hours and tasks performed, expense receipts, invoices and other accounting records verifying sums incurred and paid for Reimbursable Expenses).

3.8 Payment by District. Except as otherwise provided in this Section 3.8 with respect to final payment, payment of undisputed amounts included in an Invoice for Payment prepared and submitted in accordance with this Agreement and approved by the District, shall be made by District monthly within thirty (30) days after receipt by District of an Invoice for Payment requesting payment that is prepared and submitted in accordance with this Agreement. Payment of undisputed amounts included in an Invoice for Payment prepared and submitted in accordance with this Agreement in which Consultant requests final payment (meaning, the last and final amount payable to Consultant for any compensation under this Agreement and at the conclusion of the Term) shall be made by District within forty-five (45) days after receipt by District of the Invoice for Payment requesting final payment. Acceptance of final payment by Consultant shall constitute a waiver of all claims by Consultant, except for those previously made in writing and identified by Consultant as unsettled in Consultant's Invoice for Payment requesting such final payment.

3.9 Hourly Rates. Contract Hourly Rates shall remain fixed, with no change other than those agreed to in Supplemental Compensation Provisions - Exhibit "C" attached hereto, for the duration of Consultant's performance of this Agreement at the Contract Hourly Rates set forth in Supplemental Compensation Provisions - Exhibit "C" attached hereto; provided, however, that under no circumstances shall Consultant charge, nor shall District be obligated to pay, an hourly rate for the Services of any individual that is greater than the Contract Hourly Rate charged to the District at the same time for a person occupying a position that is senior to such individual and if said condition is violated by Consultant, then the Contract Hourly Rates shall be adjusted to cure such violation.

3.10 Withholding. District shall have the right, in the event of conduct by Consultant or a Subconsultant constituting a breach of this Agreement, negligence, or willful misconduct to withhold payment from Consultant, including, without limitation, the right to withhold amounts to protect against losses or liabilities occurring or threatened as a result of such conduct.

3.11 Continuous Performance. Consultant shall not stop, slow, or suspend performance of Services on account of any good faith dispute between District and Consultant, including, without limitation, any dispute as to the amount due and payable to Consultant under this Agreement for Basic Services, Additional Services, or Reimbursable Expenses.

3.12 Taxes. The compensation agreed to in Section 3.1, above, includes all applicable and required federal, state, and local sales or other taxes, if any.

ARTICLE 4
ADDITIONAL SERVICES, REIMBURSABLE EXPENSES

4.1 Additional Services.

4.1.1 Definition. Additional Services consist of professional services, not arising from the negligence, willful misconduct, or violation of Applicable Laws by Consultant or its Subconsultants or the failure by Consultant to comply with any obligation under this Agreement, that arise from Consultant's compliance with a written request by District for performance of professional services that, given the facts and circumstances that were reasonably available to or known by the Consultant at the time of entering into this Agreement, are materially beyond the scope of the Basic Services that the Consultant could have reasonably expected to have been required to perform under this Agreement (including, without limitation, investigations of actual or suspected Misconduct (as defined in Scope of Services – Exhibit "A" attached hereto) that are extraordinarily in terms of their number, scope, or complexity).

4.1.2 Notice. If Consultant learns of any circumstances that would require Consultant to perform Additional Services then Consultant shall, within five (5) days after learning thereof, submit to District in writing a description of the Additional Services and their anticipated cost to District. Failure to provide such written notice shall result in Consultant waiving the right to Additional Services compensation for performance of such services. District shall promptly review and respond to Consultant's notice.

4.1.3 Authorization. Additional Services shall be compensated only if authorized in advance of their performance by District, in writing, specifying the Additional Services to be performed and the compensation to be paid by District therefor. Additional Services performed without such authorization or without complete agreement on the terms of compensation shall be deemed performed at Consultant's own expense and without reimbursement or additional compensation by District. Additional Services authorized in writing by District to be performed on an hourly basis (with or without agreement to a not-to-exceed amount) shall be performed at the applicable Contract Hourly Rates set forth in this Agreement and the Supplemental Compensation Provisions - Exhibit "C" attached hereto that are in effect at the time such Additional Services are performed.

4.1.4 Subconsultant Fees. Unless otherwise expressly stated or agreed in writing by District in its written authorization of Additional Services, fees incurred by Subconsultants in the performance of authorized Additional Services shall be deemed to be fully included in and covered by the Additional Services fees agreed to be paid by District to Consultant for performance of the Additional Services and shall not be separately reimbursed as a Reimbursable Expense.

4.1.5 Disputes. In the event a good faith dispute arises between Consultant and District over the proper classification of a particular service as either Basic Services or Additional Services, Consultant shall nevertheless perform the service as directed in writing by District, with both District and Consultant reserving to themselves their respective rights and defenses with respect to the proper classification of and sum owing for the services performed.

4.2 Reimbursable Expenses.

4.2.1 Reimbursement. Consultant shall be reimbursed the out-of-pocket expenses listed in Supplemental Compensation Provisions - Exhibit "C" attached hereto that are reasonably and necessarily incurred and paid by Consultant or a Subconsultant in the performance of Basic Services or authorized Additional Services ("Reimbursable Expenses").

4.2.2 Authorization. Reimbursable Expenses are limited to, the out-of-pocket expenses for which reimbursement is permitted under the terms of Supplemental Compensation Provisions - Exhibit "C" attached hereto and under the terms of this Agreement. No reimbursement of any other expenses or costs of performance is permitted.

4.2.3 Mark Ups. No Reimbursable Expense, whether charged by Consultant or a Subconsultant, shall include any administrative charge, multiplier, or other mark up by Consultant or a Subconsultant, of any tier.

4.2.4 Authorization Limits. Reimbursable Expenses shall not, without prior written approval by District, cumulatively exceed any maximum or not-to-exceed amount(s) applicable to Reimbursable Expenses that are set forth in Supplemental Compensation Provisions - Exhibit "C" attached hereto. Reimbursable Expenses that exceed any such maximum or not-to-exceed amount without the prior written approval by the District shall be borne by Consultant at its own expense, without reimbursement or payment by District.

ARTICLE 5 INDEMNITY

5.1 Consultant Indemnification.

5.1.1 Basic Indemnity. To the fullest extent permitted by Applicable Laws, Consultant agrees to defend, indemnify and hold harmless, District, the trustees of the Board of Trustees ("Trustees"), and each of their respective members, officers, employees, agents and volunteers ("Indemnitee(s)"), and each of them, through legal counsel reasonably acceptable to District, from any and all losses (other than a loss of allocation of State Funds based on enrollment), liabilities, claims, actions, damages, expenses, fines, penalties, and costs (including, without limitation, attorney's fees and court costs), (hereinafter "Loss" or "Losses") arising out of, relating to or resulting from any act or omission on the part of Consultant or a Subconsultant, or their respective employees, agents, representatives or independent contractors, constituting negligence, willful misconduct, or breach of this Agreement.

5.1.2 Limitation. Without affecting the rights of District under any other provision of this Agreement, Consultant shall not be required to indemnify or hold harmless an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness, or willful misconduct; provided, however, that such negligence, recklessness, or willful misconduct has been determined by agreement of Consultant and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

5.1.3 Insurance, Employee Benefits. The Consultant's indemnification obligation under Paragraph 5.1.1, above, shall not be limited by the amount or type of damages, compensation, or benefits payable under insurance or by the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5.1.4 Cumulative Rights. The contractual right of indemnification provided to the Indemnitees hereunder shall be cumulative to all other rights, including, without limitation, rights of equitable indemnity, to which the Indemnitees may otherwise be entitled under Applicable Laws.

ARTICLE 6 INSURANCE

6.1 Basic Insurance Requirements. Consultant and each of its Subconsultants shall procure and maintain, at Consultant's own expense and for the duration of Consultant's performance of this Agreement, or any portion hereof, insurance coverages in accordance with the requirements of this Article 6 insuring against, without limitation, claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Consultant, the Subconsultants or the agents, representatives, or employees of any of them. Without in any way affecting the indemnity provided in or by Article 5, above, Consultant shall secure before commencement of Services and throughout the time of performance of this Agreement the types and amounts of insurance specified in this Article 6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI unless otherwise approved by District. Each insurance required by this Article 6 shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District in accordance with the notice provisions of this Agreement.

6.2 Minimum Limits of Insurance. Consultant and each of its Subconsultants shall obtain insurance of the types and in the amounts described below:

6.2.1 Commercial General Liability Insurance (CGL) with a limit of not less than \$2,000,000 each occurrence/\$4,000,000 in the annual aggregate.

6.2.2 Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident.

6.2.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and annual aggregate.

6.2.4 Workers' Compensation Insurance as required by the State of California with a limit of not less than \$1,000,000.

6.2.5 Employer's Liability Insurance for bodily injury or disease in the amount of \$1,000,000 each injury, disease and policy total.

6.2.6 Cyber Liability insurance shall be five million \$5,000,000 dollars per occurrence and in the aggregate.

6.3 Minimum Scope of Insurance.

6.3.1 CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

6.3.2 Business Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 00 01, or a substitute form providing coverage at least as broad.

6.3.3 If the Professional Liability Insurance policy is written on a claims-made basis, it shall be maintained continuously for a period of no less than four (4) years after expiration of the Term of this Agreement. The "retro date" must be shown and must be no later than the Effective Date.

6.3.4 Cyber liability insurance policies covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance of this Agreement and all costs and damages Consultant is obligated to pay District or any third party, which are associated with any Data Security Breach, regardless of cause (including, without limitation, the negligence or gross negligence of Consultant or its Subconsultants or the unlawful acts or omissions of any third party). Costs to be covered by this insurance policy shall include, without limitation, the following: (1) costs to notify individuals whose data was lost or compromised; (2) costs associated with third party claims arising from the data security breach or loss of data, including litigation costs or settlement costs; and (3) costs of investigation, enforcement or similar miscellaneous costs. For the purposes of this Paragraph 6.3.4, "Data Security Breach" means: (a) the failure by Consultant to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Consultant of District Data in any format or third party corporate information in any format specifically identified as confidential and protected under a confidentiality or similar contract; (b) any loss or corruption of, or damage to, District Data resulting from the acts or omissions of Consultant or any of its Subconsultants; (c) an intentional or unintentional violation of Consultant's privacy or cyber security policy or misappropriation that results in the violation of any Applicable Law governing data privacy; or (d) any other act or omission by Consultant that results in, or is reasonably likely to result in, the unauthorized disclosure of District Data.

6.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of \$100,000.00 must be declared to and approved by District. At the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its trustees, officers, officials, employees or volunteers; or (2) Consultant shall provide a financial guarantee satisfactory to District guaranteeing payment of Losses and related investigation, claim administration and defense expenses.

6.5 Other Insurance Provisions. The Commercial General Liability, Business Automobile Liability and Cyber Security policies required by this Agreement are to contain, or be endorsed to contain, the following provisions:

6.5.1 District, its trustees, officers, officials, employees, and volunteers and all other Indemnitees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the insured, and with respect to liability arising out of services or operations performed by or on behalf of Consultant. Such additional insureds shall not, by reason of their inclusion as additional insured, become liable for any payment of premiums to carriers for such coverage.

6.5.2 For any claims related to this Project, insurance coverage shall be primary as respects the additional insureds listed in Paragraph 6.5.1, above. Any insurance or self-insurance maintained by such additional insureds shall be in excess of insurance required by this Agreement and shall not contribute with it.

6.5.3 Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782 (b).

6.6 Waiver of Subrogation. For Commercial General Liability, Workers' Compensation, Employer's Liability insurance, and Cyber Security Insurance, the Consultant shall obtain a waiver of all rights of subrogation against the additional insureds listed in Paragraph 6.5.1, above, arising from activities and operations of insured in the performance of Services under this Agreement.

6.7 Lapse in Coverage. If Consultant or any Subconsultant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain Losses from Consultant resulting from said breach. Alternatively, District may purchase such coverage (but has no obligation to do so), and without further notice to Consultant, District may deduct from sums due to Consultant under this Agreement any premium costs advanced by District for such insurance.

6.8 Verification of Insurance. Consultant shall furnish District with original certificates and amendatory endorsements effecting coverage required by this Article 6. The certificates and endorsements for each policy are

to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on the District's forms or other forms satisfactory to District. All certificates and endorsements are to be received and approved by District before any Services under this Agreement are commenced. District reserves the right to review complete, original or certified copies of all required insurance policies at any time, including endorsements effecting the coverage required by this Agreement. District shall have the right to retain a copy of such policy provided that, if requested by Consultant in writing, reasonable steps will be taken by District to restrict review of such policies to representatives of District and Colleges. In addition, if such policy has been conspicuously marked by Consultant with the statement "CONFIDENTIAL CORPORATE PROPRIETARY INFORMATION PROTECTED BY GOVERNMENT CODE SECTION 6254.15" then District shall not disclose such policy pursuant to any request for inspection made under the applicable provision of any Applicable Law requiring disclosure of public records without first notifying Consultant of such request and affording Consultant the opportunity to seek court intervention to enjoin such disclosure and further in the event legal action is brought against District relating to the nondisclosure of such policy Consultant shall immediately defend, indemnify and hold harmless District and the other Indemnitees in accordance with Article 5, above, against such action and any Loss related thereto, including, without limitation, any attorney's fees and court costs either incurred by the District or for which the District may be liable to any third party.

6.9 No Limiting Requirements. None of the policies required to be provided by Consultant shall be considered to be in compliance with this Article 6 if they include any limiting endorsement that has not been first submitted to the District and approved by District in writing. Requirements of specific coverage features or limits required by this Article 6 are not intended as limitations or as waivers of the right of District to require any coverage normally provided by insurance. All insurance coverage and limits available or applicable to this Agreement are intended to apply to the full extent of the policies.

6.10 Subconsultants. Consultant shall include all Subconsultants as insureds under its policies or shall obtain separate certificates and endorsements for each Subconsultant. All coverages for Subconsultants shall be subject to all of the requirements stated herein; provided, however, that coverage amounts required herein for Subconsultants, where the Subconsultant is solely owned and operated by a single individual or where the Subconsultant is a small firm, shall be subject to reduction where appropriate and agreed to between the District and Consultant, such agreement not to be unreasonable withheld by either District or Consultant.

ARTICLE 7 DEFAULT, TERMINATION

7.1 Default and Cure. Consultant shall cure any default in the performance of its obligations under this Agreement within two (2) days after receipt of written notice from District; provided, however, that if the default cannot be reasonably cured within such time, then Consultant will commence to cure the default within two (2) days and diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) days after receipt of such written notice. Nothing herein shall be interpreted as obligating District to give an opportunity to cure in the case of an emergency or if the default is of the type that District determines, in good faith, cannot be cured, or cannot be fully cured, within the time periods set forth in this Section 7.1.

7.2 Remedies Upon Default. In the event of any default by Consultant, including, without limitation, a default that Consultant fails to cure within the time periods set forth in Section 7.1, above, then District may pursue any remedies available under this Agreement or at law or in equity, including, without limitation, the following:

7.2.1 Delete Services. District may, without terminating this Agreement, delete certain portions of Basic Services and Additional Services and make a reasonable adjustment to Consultant's compensation to reflect the reduction of the scope of Services to be provided by Consultant, reserving to itself all rights to recover all losses and damages related thereto.

7.2.2 Perform Services. District may, without terminating this Agreement, and as to all or a portion of the Basic Services or Additional Services, terminate Consultant's employment, discontinue the Consultant's

performance, and/or take over and arrange for performance of such Basic Services and Additional Services by others, reserving to itself all rights to recover all losses and damages related thereto.

7.2.3 Terminate. District may terminate this Agreement upon written notice, reserving to itself all rights to recover all losses and damages related thereto.

7.3 Rights Cumulative. All of District's rights and remedies under this Agreement are cumulative, and shall be in addition to those rights and remedies available at law or in equity. No termination or other action taken by District after exercise of its rights under this Article 7 shall prejudice any other rights or remedies of District provided at law, in equity, or by this Agreement, and District may proceed against Consultant to recover all losses and damages suffered by District.

7.4 Disability, Insolvency. In addition to the other rights granted to District under an Agreement or at law or in equity, District shall have the right to terminate this Agreement by giving seven (7) days written notice to Consultant if: (1) Consultant is an individual and should die or be adjudged incompetent or is otherwise becomes unavailable or incapable of performing under this Agreement; (2) Consultant attempts to assign its rights or obligations under this Agreement; (3) a petition of bankruptcy is filed by or against Consultant; (4) Consultant makes a general assignment for the benefit of creditors; or (5) a receiver is appointed on account of Consultant's insolvency.

7.5 Completion by District. In the event District exercises any of its rights as provided in Sections 7.1 through 7.4, above, District shall have the further right, without releasing Consultant from liability for failure to fulfill this Agreement, to proceed to complete the Basic Services and Additional Services by any means that District determines is expedient, and withhold all or a portion of the monies owing or retained on account of the portion of Basic Services and Additional Services that have been terminated, discontinued, or taken over by District until final completion of all Services by District or other separate consultants retained by District to complete performance of the Services not completed by Consultant.

7.6 Payment. If the losses and liabilities to District, whether incurred or threatened, arising out of a default by Consultant or District's exercise of its remedies for default by Consultant exceed the amount that, following the applicable methods of calculation set forth in Section 3.5, above, was earned by Consultant as compensation for the Basic Services and Additional Services performed up to, and not beyond, the date of termination of the Agreement pursuant to Paragraph 7.2.3, above, then Consultant shall be liable to District for the difference, and shall promptly remit same to District. If the sum of such losses and liabilities is less than such amount earned by Consultant, then District's sole obligation shall be to pay to Consultant the difference following submission by Consultant of an Invoice for Payment that is accompanied by the documentation required by Section 3.7, above.

7.7 Termination Without Cause. District shall have the right, in its sole and absolute discretion, without cause, and for its convenience, to terminate this Agreement or any portion of Consultant's performance of Basic Services or Additional Services by giving three (3) days' written notice to Consultant. Consultant shall thereafter submit an Invoice for Payment to District for the amount, following the applicable methods of calculation set forth in Section 3.5, above, of compensation that was earned by Consultant for Basic Services and Additional Services performed up to, and not beyond, the date of such termination, along with such documentation as required by Section 3.7, above. Within forty-five (45) days after receipt by District of an Invoice for Payment prepared in accordance with this Section 7.7, Consultant shall, subject to any withholding of funds by District authorized by Section 3.10, above, pay to Consultant the sum allowed by this Section 7.7. Consultant agrees to accept such amount as its sole and exclusive right and remedy, in lieu of all other rights and claims that Consultant may have under this Agreement or Applicable Laws for recovery of losses or damages, including, without limitation, losses associated with lost profits, lost opportunities, and other prospective or consequential damages. In the event that the District terminates only a portion of Basic Services, then the Consultant's compensation for performance of services not terminated shall be equitably adjusted to reflect the reduction in Consultant's Services.

7.8 Consultant Obligations. Upon receipt from District of notice of termination, with or without the occurrence of a default by Consultant, Consultant shall, unless the notice directs otherwise, do the following:

7.8.1 immediately discontinue the performance of Basic Services and Additional Services to the extent specified in the notice;

7.8.2 provide to District (1) a description, in writing, no later than seven (7) days after receipt of the notice of termination, of all contracts with Subconsultants that are outstanding, including, as to each such contract, the original price, payments previously made, the balance owing, the status of the services performed, any outstanding withholding of funds or default; and (2) copies of all such contracts and any written changes, amendments, or modifications thereto, and any such other information as District may determine is necessary in order to decide whether it is in District's best interests to accept assignment of, or request Consultant to terminate, any or all such contracts; and

7.8.3 thereafter only perform such Basic Services and Additional Services as may be necessary to complete the portion of the Basic Services and Additional Services not terminated or discontinued.

7.9 Suspension by District. District shall have the right to order, in writing, a suspension of performance of any portion of or all Services by Consultant without cause and for District's convenience. If Services are entirely suspended by written order of District for a continuous period of more than sixty (60) consecutive days, and such suspension is not due to a breach of this Agreement by Consultant or the negligence, willful misconduct, or violation of Applicable Laws by Consultant or a Subconsultant, and if District thereafter requests in writing that Consultant resume performance following such suspension, then Consultant shall be entitled to payment of unavoidable, direct, out-of-pocket losses actually suffered by Consultant and its Subconsultants as a result of such suspension. No other adjustment to Consultant's compensation and no other recovery by Consultant or any Subconsultant of losses or damages associated with partial or entire suspension by District shall be permitted.

7.10 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 this 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. A termination pursuant to this Paragraph 7.10 shall be deemed to be a termination without cause by District pursuant to Paragraph 7.7, above.

7.11 Termination by Consultant. If District fails within the applicable time period for payment provided for in Article 3, above, to make payment of sums that are not in good faith disputed by District and fails to cure such failure within thirty (30) days after receipt of written notice of nonpayment from Consultant then, upon an additional ten (10) days' written notice to District of intent to terminate, Consultant may terminate this Agreement. The foregoing constitutes the Consultant's sole and exclusive right to terminate this Agreement for any reason, including, but not limited to, any breach by District. In the event of such termination by Consultant due to a default by District, District's sole obligation shall be to pay Consultant the sum, if any, that is due to Consultant according to the calculation provided for in Section 7.7, above.

ARTICLE 8 ROYALTIES, PATENTS, COPYRIGHTS AND TRADE SECRETS

8.1 Royalties. Consultant shall pay all royalties and license fees in connection with its performance of this Agreement. Compensation for such royalties and fees is included in the Consultant's compensation provided for in this Agreement.

8.2 Infringement. Consultant shall not infringe any patent, copyright, trade secret, or other proprietary right for any material, product, or part of any material or product (including, for example, software, hardware, service, design, or equipment) used or furnished in connection with this Agreement.

**ARTICLE 9
OWNERSHIP OF DOCUMENTS**

9.1 Property of District. Subject to the rights of use of Consultant and its Subconsultants under Section 9.4, below, all originals, copies, and drafts (whether paper or electronic) of books, records, reports, electronic mail, computer programs, data stored on the Consultant's or a Subconsultant's computer systems, or other documents or information prepared or obtained by Consultant or its Subconsultants in connection with their performance under this Agreement ("Working Documents") shall be deemed the sole and exclusive property of District and ownership thereof irrevocably vested in District.

9.2 Assignment of Rights. Subject to the rights of use of Consultant and its Subconsultants under Section 9.4, below, Consultant shall, without further request by or consideration from District, obtain, and if necessary transfer to District, in writing, any and all intellectual property rights, including without limitation patent, trademark, trade dress, copyright, industrial design rights, priority rights, and trade secrets ("Intellectual Property Rights") in the Working Documents, free and clear of any liens or other encumbrances, claims or rights of third parties, and cooperate with District in securing and registering such rights. Such transfer and assignment will be effective for the entire duration of the intellectual property rights thereto and include, but not be limited to, all rights in related documentation, derivative works, and moral rights.

9.3 Use by District. Without limitation to the other provisions of this Article 9, District shall have the right to use the Working Documents for any purpose reasonably related to the District's conduct of its business, legal, educational, or financial operations.

9.4 Uses by Consultant. Nothing herein shall be interpreted as limiting the right of Consultant or a Subconsultant to copy, offer to sell, display, prepare derivative works of, distribute, make, or otherwise commercialize any standard forms that are part of the public domain, that are generally known to or in use by other similar professionals or which were developed or created by Consultant or a Subconsultant prior to or independent of the services performed under this Agreement.

9.5 License to Consultant. District hereby grants to Consultant and its Subconsultants a revocable, royalty-free license during the Term of this Agreement and prior to final payment to Consultant to use and copy the Working Documents and the designs depicted in or underlying them for the purpose of performing the Services required under this Agreement.

9.6 Inspection by District. District shall have the right at any time or times, upon prior written request by District, to review the status and condition of the Working Documents at any time and to request that copies thereof be provided to District with the cost thereof reimbursed to Consultant as a Reimbursable Expense.

9.7 Delivery to District. Consultant shall, at any time upon request by District and without request by District upon or after termination or full performance of this Agreement, promptly deliver to District the originals and copies (including paper and electronic versions) of all Design Documents, whether prepared by Consultant or the Subconsultants. Electronic versions shall be submitted using Adobe Acrobat or other software satisfactory to District and shall be in a form that is indexed and editable. Consultant shall be permitted to retain copies, including reproducible copies, for its files, information and reference.

9.8 Payment Disputes. Payment to Consultant of compensation under this Agreement shall not be interpreted as a condition to, nor shall any payment disputes between District and Consultant diminish or in any way limit, the rights of District under this Article 9.

**ARTICLE 10
MISCELLANEOUS**

10.1 Governing Law. This Agreement shall, without regard to the principles of conflicts of laws, be construed and enforced in accordance with, and governed by, the laws of the State of California.

10.2 District Representatives. The District's Chancellor, or his/her designee designated in writing with express authority to contract on behalf of District, is the sole person who has the authority to contractually bind the District, including, without limitation, the authority to obligate District to payment of additional compensation, extension of time or modification of this Agreement. The District shall additionally designate an individual who shall act as the District's representative in respect to all matters relating to the performance of this Agreement other than those matters requiring or involving the contracting authority reserved to the Chancellor or his/her designee pursuant to this Section 10.2. Such representative may be an independent consultant to District or may be an employee of District.

10.3 No Waiver. A waiver, by either party to this Agreement, of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. District's approval, acceptance, or use of, or payment for, any or part of Consultant's Services shall not in any way alter Consultant's obligations, or waive any of District's rights, under this Agreement.

10.4 No Third Party Rights. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of Applicable Law.

10.5 Extent of Agreement. This Agreement represents the entire agreement between District and Consultant for the furnishing of Services and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both District and Consultant.

10.6 Confidentiality. Subject to any Applicable Laws requiring disclosure, Consultant shall, both during and after expiration of the Term and in perpetuity, treat all Confidential Information as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with Consultant's performance of this Agreement or any governmental filings or applications or as otherwise required by Applicable Laws. Consultant shall instruct its employees, agents and Subconsultants on the confidentiality requirements of this Agreement and take reasonable steps to ensure that Confidential Information is not disclosed or distributed by them in violation of this Agreement. Consultant's obligations of confidentiality shall not apply to: (1) information which was in or subsequently enters the public domain through no action or inaction of Consultant or its Subconsultants or (2) information proprietary to the Consultant that was in the possession of Consultant prior to its commencing performing Services for District under this Agreement or any other prior agreement with District for the performance of professional services for the District's Bond Program. Consultant shall not engage in or permit any public references or statements to the Bond Program, Colleges, District or Consultant's Services hereunder, including, without limitation, referring to the same in advertising or promotional brochures or materials or granting interviews to broadcast, print or other media, without the prior written consent of District, which may be granted or withheld in the sole discretion of the District. Notwithstanding the foregoing, Consultant may list this Agreement and its Services for the Bond Program in its responses to future requests for qualifications or requests for proposals without obtaining the consent of District. Consultant shall instruct all of its employees of this obligation and shall be responsible for their full compliance with this Section 10.6. "Confidential Information" means any of the following information, of any kind and in any form (paper or electronic media), whether or not bearing or branded with the word "confidential" or similar wording: (a) information obtained by Consultant from, or furnished to Consultant by, a College, District or any consultant or contractor of the District, or otherwise obtained or prepared by Consultant in the course of or incidental to its performance as Consultant and that concerns or refers, in whole or in part, to the Bond Program or the business or activities of the District or its Colleges; (b) information that is confidential, proprietary, privileged or protected against disclosure under the provision of any Applicable Law or the District's, or any other generally-recognized, code of ethical conduct; (c) District Data; (d) Student Information; and (e) information that Consultant has reason to believe is confidential, proprietary, privileged or subject to nondisclosure under the provisions of any agreement entered into by the District, on the one hand, and any third party or any of the District's trustees, faculty, employees, staff or students, on the other hand.

10.7 Successors and Assigns. This Agreement shall be binding upon District and Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by Consultant without the

prior written consent and approval of District, which may be granted or withheld in District's sole and absolute discretion.

10.8 Independent Contractor. Consultant is and shall at all times remain, as to District, a wholly independent contractor. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's officers, agents, or employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Consultant shall not be entitled to any benefits payable to employees of District including Workers' Compensation benefits and District is not required to make any such deductions or withholdings from the compensation payable to Consultant under this Agreement.

10.9 Survival. The provisions of this Agreement which, by their nature, involve a right that is to be or may be exercised or afforded to a Party or an act or obligation that is to be assumed or performed by a Party after the point in time that full performance or termination of this Agreement has occurred, including, without limitation, all provisions relating to warranties, defense and indemnification, confidentiality, audit, insurance, dispute resolution, and ownership of documents, shall survive and remain in full force and effect after either full performance or termination of this Agreement.

10.10 Severability. In the event a provision of this Agreement, or portion thereof, is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or portions shall not be affected, and such remaining provisions or portions shall be enforceable to the fullest extent allowable by Applicable Laws in order to give maximum legal force and effect to those provisions or portions that are not illegal or unenforceable.

10.11 Interpretation. Consultant and District acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either District or Consultant on the basis that either party was solely responsible for, or in control of, the drafting of this Agreement.

10.12 Execution. Execution by means of signature of a Party hereto on a facsimile copy or electronically transmitted copy shall be binding to the same extent as execution of an original.

10.13 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one Party, but all of which taken together shall constitute the same agreement.

10.14 Titles for Convenience. The headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

10.15 Nondiscrimination. Consultant shall comply, and cause its Subconsultants of every tier to comply with all requirements of Applicable Laws pertaining to equal opportunity employment and nondiscrimination, including, without limitation, those requirements prohibiting discrimination against, or segregation of, any person or group of persons on account of age, ancestry or national origin, color, creed, disability, gender, marital status, race, religion, or sexual orientation; nor shall Consultant permit any such practice prohibited by such requirements to take place in connection with the selection, location, or number of consultants or vendors employed. Consultant shall include the provisions of this Section 10.15 in all contracts entered into with Subconsultants for performance of Services provided for under this Agreement.

10.16 Audit. District, District's auditors, or a designee of any of them, shall have the right to examine and audit, as frequently as may be reasonably required under the circumstances, the books, records, documents, and such other evidence in the possession or custody of the Consultant or its Subconsultants (including, without limitation, all Working Documents) as may be necessary to evaluate performance by Consultant and/or to verify all amounts charged by Consultant under this Agreement or otherwise claimed to have been incurred by Consultant or its Subconsultants in connection with the performance of this Agreement, including, without limitation, verification of the amounts and tasks performed and all time expended that is charged to District on an hourly basis and all Reimbursable Expenses. Such right to audit shall include inspection of such documents at any and all reasonable times at Consultant's offices or facilities. Consultant shall furnish facilities at its own expense for such audit, and

cooperate fully with such audit. Upon request, Consultant shall provide reproducible copies of such books, records, and other documents in the possession or control of Consultant or its Subconsultants for reproduction by District, District's auditors, or their designee. The costs of such audit and reproduction shall initially be at the expense of District, subject to District's right to reimbursement by Consultant in the event that such audit discloses any material overcharges by Consultant. Consultant shall maintain the Working Documents, as well as all of its books and records pertaining to its performance of this Agreement, for a period of no less than ten (10) years after receipt of its last and final payment under this Agreement.

10.17 Government Code Compliance. Consultant agrees not to accept any employment or representation during the Term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement.

10.18 Dispute Resolution. The Parties agree that if a claim or dispute ("Claim") arises between the Parties, or is asserted by a Party against the other Party, related to the performance, nonperformance, interpretation, enforcement or rescission of this Agreement, that the Party asserting the existence of the claim shall provide written notice of such Claim to the other Party. Such written notice shall include on its first page the following words in at least 16 point capital font: "THIS IS A CLAIM" and shall include copies, or identifying descriptions (including title, date, author or signer and number of pages), of the documents necessary to substantiate the Party's contentions relating to the Claim. Thereafter, the Parties shall attempt to meet in good faith and negotiate a resolution of such Claim. All such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119, 1120 and 1152. If the Claim cannot be resolved by such negotiations, then, prior to either Party commencing litigation the Parties shall submit the Claim to non-binding mediation. The Parties, along with any third parties who have agreed with either Party to participate and who have been requested by either Party to participate ("Third Party Participants") in the mediation, shall mutually select a mediator. If they cannot do so, a Party may request that a mediator be appointed by a court of competent jurisdiction. The costs of the mediation shall be shared equally by the each of the Parties and Third Party Participants. All applicable statutes of limitation and defenses based upon the passage of time that apply to any rights, claims, or actions between or among the Parties and any of the Third Party Participants to the mediation (including, without limitation, the period of time within which a claim against the District must be filed pursuant to California Government Code Sections 900 et seq.) shall be tolled from the date the Claim is first asserted in writing and until the mediation ends without a complete resolution of all Claims between the Parties. The Parties and Third Party Participants shall take such action, if any, required to effectuate such tolling. California Evidence Code Sections 1119, 1120 and 1152 shall apply to the mediation. If a Party or Third Party Participant fails to cooperate to commence and/or participate in the mediation session, then, notwithstanding the foregoing, the other Party shall be free to initiate litigation, even if no mediation session has taken place. If notwithstanding participation in one or more mediation sessions any Claim is not fully resolved, then either Party shall be free to initiate litigation. Notwithstanding the foregoing, any Claim that is submitted by the Program Manager against the District must comply with the claims procedures set forth in California Government Code Sections 900 et seq. prior to the filing of any litigation against the District. If no such Government Code claim is submitted, no action against the District may be filed. If either Party shall bring any action or proceeding against the other Party arising from or relating to this Agreement or alleging any other form of legal liability of either Party to the other Party, each Party shall bear its own attorney's fees and costs, regardless of which Party prevails

10.19 Notices. All notices provided for herein may be transmitted by personal delivery, facsimile, regular or registered mail, certified mail, return receipt requested, or by overnight express delivery. In all cases, notice shall be considered complete upon actual receipt, except that, notwithstanding the date of actual receipt, if mailed, notice shall be considered delivered five (5) days after being deposited for mailing. The addresses to be used in connection with such correspondence and notices are as set forth in the Preamble to this Agreement, or such other address as a party shall from time to time direct in writing.

10.20 Exhibits: The following Exhibits are attached hereto and incorporated herein:

Exhibit "A" - Scope of Basic Services.

Exhibit "B" - Key Personnel, Pre-Approved Subconsultants

Exhibit "C" - Supplemental Compensation Provisions.

Exhibit "D" - RFP Documents

Exhibit "E" - Initial Staffing Plan

Exhibit "F" - Background Check Certifications

In the event of an irreconcilable conflict between the provisions of any of the above-listed exhibits and the terms and conditions of the Agreement, the latter shall control.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement intending it to be effective as of the Effective Date stated above.

"DISTRICT"

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____
Title: _____

"CONSULTANT"

_____, a _____

(sign on line above)

By: _____
(type name)

Title: _____

State whether Consultant is corporation, individual, partnership, joint venture or other:

Other

If "other", enter legal form of business:

Limited liability company

Enter address: _____

Telephone: _____

E-mail: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES

Subject to the provisions of this exhibit and the other provisions of the Agreement, the Services to be performed by the Bond Program Monitor ("BPM") shall include the following:

1.0 Overview of the BPM's Role

The Bond Program Monitor shall:

1.1 fully perform the functions of the BPM as described in, or reasonably implied by, the provisions of Board Policy 6740 ("BP 6740");

1.2 investigate and report on suspected circumstances occurring in or related to the Bond Program involving "Misconduct," which is defined in BP 6740 as "action or inaction by an employee, contractor, consultant, or other party that the Bond Program Monitor reasonably suspects may involve or aid and abet in the occurrence of misconduct having a nexus to the Bond Program and involving fraud, corruption, a violation of a non-discretionary law, rule or regulation, an abuse of discretion in the exercise of a right or authority granted under a discretionary law, rule or regulation, gross mismanagement or other actions or inactions occurring in the context of an evident deliberate or reckless disregard of an actual or probable waste, or abuse of District funds" ("Misconduct"); and

1.3 in the event of an irreconcilable conflict between the requirements of BP 6740 and the requirements of the Agreement or this exhibit, immediately notify the District's Office of General Counsel of such conflict and comply with BP 6740; provided, however, that in the event of any doubt as to the intent or meaning of the provisions of BP 6740 the BPM's obligation shall be to conform to the District's interpretation of BP 6740 as judged and determined by the District's Office of General Counsel.

2.0 BPM's Performance Standards

The Bond Program Monitor shall:

2.1 include in the written manuals prepared by the BPM pursuant to Sections 3.5 through 3.8 below (collectively, the "Operations Manuals"), a delineation and description of the professional standards that will govern the operation of the office of the BPM and to which the BPM will faithfully and fully adhere in the performance of its Services;

2.2 the selection of the professional standards that the BPM includes in its Operations Manuals shall be within the discretion of the BPM; provided, however, that the sources for such professional standards shall be one or more of the most-current versions of the standards and codes of conduct of one or more of the nationally-recognized and reputable professional organizations that publish standards for the conduct of audits, assessments, oversight and investigations within governmental agencies, such as, but not necessarily limited to, the Institute of Internal Auditors, Government Accountability Office, Association of Inspectors General, Council of Inspectors General on Integrity and Efficiency, American Institute of Certified Public Accountants, and Association of Certified Fraud Examiners;

2.3 in the event the BPM fails to designate in its Operations Manuals a governing performance standard applicable to the performance of an essential service or function of the office of the BPM, then the governing professional standard shall be deemed to be the highest (i.e., most conservative) performance standard that prevails among those professional standards referred to generally or specifically in Section 2.2 above;

2.4 in the event of an irreconcilable conflict between the requirements of a performance standard that is established by the BPM pursuant to Section 2.0 above and the express requirements of the Agreement (including this exhibit), the provisions of the Agreement shall take precedence and govern the BPM's performance of the Services; and

2.5 notwithstanding anything stated above or elsewhere in the Agreement to the contrary, any "peer review" of the BPM's performance that is recommended by the performance standards established pursuant to Section 2.0 above shall, unless otherwise directed by District, be conducted by an independent third party approved by District and no less frequently than every three (3) years during the Term of the BPM's performance of its Services under the Agreement and more frequently if requested by District in the exercise of its sole discretion.

3.0 Establishment and Maintenance of the Office of BPM

The Bond Program Monitor shall:

3.1 establish an office area within the BPM's offices, and not on the property of the District, complete with all necessary systems and staffing infrastructure to support the BPM's performance of the Services;

3.2 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written multi-year Strategic Plan ("BPM Strategic Plan") setting forth the mission, goals and objectives, of the BPM and, upon receipt of such Chancellor approval, submit the BPM Strategic Plan to the Board of Trustees for its approval;

3.3 review all existing internal procedures and protocols of the District applicable to implementation of the position of BPM and develop and present to Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a report ("Internal Process Revisions Report") giving written recommendations for corrections or additions thereto and, following receipt of such approval, submit such recommendations to the Board of Trustees for approval;

3.4 develop, and present annually a written annual work plan ("Annual Work Plan") aligned to the BPM Strategic Plan and setting forth a budget that estimates effort and resources needed to implement the BPM Strategic Plan in accordance with the following submission procedure: (a) submit a draft (marked "DRAFT") of the Annual Work Plan to the Board of Trustees, Chancellor, and the Facilities Master Planning and Oversight Committee (via its representatives, the Vice Chancellor of Finance and Vice Chancellor and Chief Facilities Executive) within ten (10) business days after the Effective Date of the Agreement and within ten (10) business days after each annual anniversary date of the Effective Date, (b) during the ensuing ten (10) business day period following submission of said draft ("Annual Work Plan Interim Review Period") make such revisions, if any, to the draft as may be requested by the Chancellor or Facilities Master Planning and Oversight Committee and that are acceptable to the BPM and (c) at the end of the Annual Work Plan Interim Review Period submit a final version of the Annual Work Plan (marked "FINAL") to the Board of Trustees (with copies to the Chancellor, Facilities Master Planning and Oversight Committee and the District's Citizen Bond Oversight Committee) for approval by the Board of Trustees at its next regularly-scheduled public meeting;

3.5 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written administrative manual ("BPM Administrative Manual") aligned to the BPM Strategic Plan setting forth the BPM's operating policies, procedures, and protocols, including, without limitation, protocols for maintaining confidentiality, security, retention, safeguarding and disposal of documentation and information and a systemized approach to coordinating the BPM activities and reporting functions with the processes of the District's executive management, oversight committees, Board of Trustees, and other consultants performing financial and performance audits for the District;

3.6 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written investigative manual ("BPM Investigative Manual") aligned to the BPM Strategic Plan and other Operating Manuals;

3.7 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written audit manual ("BPM Audits, Assessments, Inspections and Other Services Manual") aligned to the BPM Strategic Plan and other Operating Manuals;

3.8 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written quality assurance program ("BPM Quality Assurance Improvement Program") aligned to the BPM Strategic Plan and other Operations Manuals for evaluation of the effectiveness of the BPM and setting forth a plan to ensure that the BPM's employees are afforded professional continuing education opportunities;

3.9 submit for approval quarterly BPM activity reports reflecting work of the BPM accomplished within the prior three (3) month period (including, without limitation, the status of the BPM's development of the Annual Work Plan and initiated, pending, and completed investigations, reviews, audits, inspections, assessments, and other Services, and any recommendations for corrective action as may be relevant to the matters discussed in the quarterly report) in accordance with the following submission procedure: (a) submit a draft (marked "DRAFT") of the quarterly report to the Board of Trustees, Chancellor, and the Facilities Master Planning and Oversight Committee (via its representatives, the Vice Chancellor of Finance and Vice Chancellor and Chief Facilities Executive) seven (7) Days in advance of the end of each prior three (3) month period, (b) during the ensuing seven (7) Day period following submission of said draft ("Quarterly Report Interim Review Period") make such revisions, if any, to the draft as may be requested by the Chancellor or Facilities Master Planning and Oversight Committee and that are acceptable to the BPM and (c) at the end of the Quarterly Report Interim Review Period submit a final version of the quarterly report (marked "FINAL") to the Board of Trustees (with copies to the Chancellor, Facilities Master Planning and Oversight Committee and the District's Citizen Bond Oversight Committee) for approval by the Board of Trustees at its next regularly-scheduled public meeting.

3.10 notify the Board of Trustees and the Chancellor within 24 hours of the initiation of an investigation of high risk of liability exposure to the District or high impact to the integrity or image of the District;

3.11 complete and sign an annual financial disclosure and annual conflict of interest certification, in a form prepared by the District or prepared by the BPM and approved by the District, to ensure the BPM and its staff remain free from personal or external impairments to independence and objectivity;

3.12 establish a procedure to report instances of non-cooperation with requests for information or records; and

3.13 exercise general supervision over the BPM's clerical and/or professional staff to ensure that their functions and performance are consistent with the BPM Strategic Plan and Operations Manuals.

3.0 Investigative, Assessment, and Reporting Responsibilities

The Bond Program Monitor shall:

4.1 evaluate and, if found credible and determined to have a nexus to the Bond Program, investigate, allegations, concerns, complaints and referrals of Misconduct;

4.2 for each such incident involving credible allegations, concerns, complaints, or referrals of Misconduct having a nexus to the Bond Program, prepare an investigative report in accordance with the professional standards established pursuant to Section 2.0 above and the Operations Manuals;

4.3 if allegations of Misconduct are substantiated in an investigative report, include in the investigative report (1) an initial "extent of cause and extent of condition" analysis based on the information uncovered by the BPM in the course of its investigation with respect to (a) possible root causes of the Misconduct (such as, for example, whether the Misconduct was the result of a failure in an existing system or procedure of the District or the Bond Program) and (b) similar incidents of Misconduct that have been found, are suspected to exist, or are likely to arise in the future and (2) a recommendation on whether the BPM believes that a more extensive and expanded investigation and assessment into such root causes and similar incidents ("Extended Cause/Effect Assessment") is warranted.

4.4 perform an Extended Cause/Effect Assessment, as defined in Section 4.3 above, only if authorized and in accordance with the following conditions: (1) the Extended Cause/Effect Assessment shall be limited to Misconduct of the type indicated by the evidence uncovered in the BPM's investigation of a substantiated incident of Misconduct contained in an investigative report; (2) the BPM shall not commence or conduct an Extended Cause/Effective Assessment unless and until authorized to do so by the Chancellor in writing; and (3) performance by the BPM of the necessary Services to conduct an authorized Extended Cause/Effect Assessment shall constitute Additional Services as that term is defined in the Agreement.

4.5 leverage technology in order to accomplish investigations, audits and assessments efficiently;

4.6 perform Services professionally, effectively and efficiently, without undue delay, based on objective evidence obtained through the course of investigation;

4.7 present work product in a clear, timely, objective, accurate, organized balanced and verifiable manner;

4.8 ensure that data gathered and analyzed as part of an investigation is accurately interpreted, logically presented, and maintained in an investigative case file that includes complete supporting and documented evidence, investigator notes, findings, conclusions, recommendations, and outcomes;

4.9 immediately disclose in writing to the Office of General Counsel for the District any circumstances involving an appearance of conflict of interest (personal or organizational) involving the BPM or any third party having a nexus to the Bond Program;

4.10 maintain records consistent with all Applicable Laws governing public records and privacy;

4.11 maintain records of the BPM in electronic form; and

4.12 publish redacted reports of completed investigations within such reasonable time frames set forth in the Operations Manuals or as otherwise directed by the District.

5.0 Confidential Whistleblower Program

The Bond Program Monitor shall:

5.1 publicize and maintain a confidential "Whistleblower Hotline," accessible 24/7/365, for receipt of employee and third party reports of Misconduct related to the Bond Program, utilizing a state-of-the art, web-based case management platform with features that allow for anonymous reporting and communications;

5.2 provide links to the Whistleblower Hotline on the websites maintained by the District (including, without limitation, the Bond Program website) and the Bond Program Monitor;

5.3 develop and implement an external and internal campaign to advertise the Whistleblower Hotline that includes dissemination of information about the Whistleblower Hotline to District staff, contractors, vendors, consultants, community stakeholders, oversight committees, campus students, faculty and staff, unions, and project management staff;

5.4 establish and follow procedures in accordance with the professional standards established pursuant to Section 2.0 above for safeguarding the identity of confidential sources and for protecting privileged and confidential information, including, without limitation, steps to ensure that (1) confidential sources who make complaints or provide information to the BPM will not have their identities disclosed without their consent unless the BPM determines that such disclosure is required by Applicable Law or necessary to further the purposes of an audit, investigation, inspection, evaluation, review, or other inquiry and (2) privileged or confidential information gathered by the BPM will be protected from disclosure unless the BPM determines that such disclosure is required by Applicable Law or necessary to further the purposes of an audit, investigation, inspection, evaluation, review, or other inquiry;

5.5 maintain proper records of reports, calls and actions taken that integrates to the investigative intake process of the BPM;

5.6 establish and follow appropriate investigative protocol in response to reports received;

5.7 ensure appropriate investigation of allegations through final resolution;

5.8 create a program that ensures against retaliation and retribution;

5.9 establish and follow written record management, retention, and destruction policies;

5.10 provide whistleblowers with unique identification numbers to protect their identity;

5.11 create an automated message system notifying persons making reports of their rights, the non-retaliation policy, and other pertinent information;

5.12 ensure that the Whistleblower Hotline is secure and customizable as a self-administrable system; and

5.13 develop a fee schedule to document the costs associated with the establishment of the Whistleblower Hotline.

6.0 Coordination and Communications

The Bond Program Monitor shall:

6.1 confer with the Chancellor on a regular basis, unless otherwise requested by Chancellor not less frequently than monthly, on the status of the BPM's performance of Services, including, without limitation, the following: (1) the status of all ongoing investigations; (2) any significant problems or impairments encountered and the BPM recommendations for corrective action; (3) a summary of matters referred to prosecutorial authorities and the prosecutions, convictions, recoveries, and other results from such referrals; and (4) a summary of civil and administrative referrals and the results from such referrals; (5) recommended amendments to the regulations or procedures governing the BPM that would improve the effectiveness or the operation of the BPM; and (6) the BPM's observations as to what internal controls failed that allowed the substantiated Misconduct to occur, how pervasive the problem appears to be and the BPM's views on where internal District controls might be strengthened so as facilitate prevention and detection of possible similar future Misconduct;

6.2 report to the Chancellor any personal or external impairments (including, without limitation, personal or financial relationships, preconceived ideas or prejudices, previous subject matter or party involvement, biases, attempts at influence, fund restrictions, interferences with access, or political pressure) affecting the BPM's ability to perform its Services impartially;

6.3 with consent of the Chancellor, as appropriate, release investigative reports to the public subject to any redactions needed to protect witnesses unless the Chancellor determines the release of all or portions of the report should be deferred so as to not compromise ongoing investigative activity; provided, however, that if there is not concurrence between the Chancellor and BPM as to the conditions for or timing of such a release, the such unresolved questions will be submitted to the Office of General Counsel for advice and resolution;

6.4 testify on behalf of the District on investigative matters as designated by the Chancellor or Board of Trustees;

6.5 meet with the Chancellor and others as needed to confirm that corrective actions and remedial measures by the District are in process, such that the BPM can communicate the District's progress in its quarterly reports to the Board of Trustees; and

6.6 conduct training and outreach activities as requested and supported by the Board of Trustees and/or the Chancellor.

7.0 Additional Services

The following services are not the responsibility of the Bond Program Monitor as part of Basic Services and shall not be performed by the Bond Program Monitor unless and until authorized in writing by District pursuant to the Additional Services provisions of the Agreement:

7.1 conducting audits, assessments, inspections, reviews, testing, and other oversight work of a non-investigative nature that has not been included in an Annual Work Plan or otherwise expressly authorized by the Board of Trustees;

7.2 performance of an Extended Cause/Effect Assessment as prescribed by Sections 4.3 and 4.4 above;

7.3 unless specifically authorized in writing as part of an Extended Cause/Effect Assessment (as prescribed by Sections 4.3 and 4.4 above), conducting audits (including, without limitation, spot audits of raw data reviewed by the District's financial and performance auditors) for the purpose of searching for system vulnerabilities to potential Misconduct where there are no reports of actual or suspected Misconduct indicating the need for such an audit;

7.4 unless specifically authorized in writing as part of an Extended Cause/Effect Assessment (as prescribed by Sections 4.3 and 4.4 above), proactively monitoring (i.e., "rooting out"), by search and detect methodologies, potential for Misconduct in areas of the Bond Program where there are no reports of actual or suspected Misconduct triggering the need for such monitoring;

7.5 conducting financial, operational, or performance audits (including, without limitation, spot audits of raw data reviewed by the District's financial and performance auditors) of the Bond Program under circumstances or in areas where there are no reports of actual or suspected Misconduct triggering the need for such audits;

7.6 making recommendations to the District on management decisions, budgetary matters, setting policy, or internal controls affecting routine management functions;

7.7 providing legal advice to the District; provided, however, that the foregoing shall not be interpreted as limiting the BPM's responsibility for making all necessary professional determinations and judgments as may be necessary to carry out the functions of the BPM, including, without limitation, making independent determinations whether allegations of Misconduct constitute a violation of Applicable Laws or the District's administrative procedures or regulations;

7.8 investigation of criminal activities other than those that are financial in nature;

7.9 "benchmarking" (i.e., targeted outreach to other organizations who oversee Bond Programs) in order to identify threats and vulnerabilities and develop proactive efforts in mitigation thereof;

7.10 risk assessment (i.e., use of surveys and interviews to ascertain Bond Program risks) not related to Misconduct;

7.11 participation in an established Education Fraud Working Group or Task Force to address emerging threats that cut across multiple organizations; or

7.12 services related to student misconduct, equal opportunity, hiring, performance, dismissal and discipline, workplace violence, compensation and benefits, remote work requirements, health examinations, communicable diseases, health and safety, fingerprinting and background investigations, personnel records management, reasonable accommodation, and workers compensation and benefits.

8.0 Excluded Services

The following services shall not be performed Bond Program Monitor as part of Basic Services or Additional Services:

8.1 The BPM is not authorized to investigate the Board of Trustees or the Chancellor. If an allegation is made or a concern is raised with respect to the Board of Trustees or the Chancellor, it shall be referred to the District's Office of General Counsel for evaluation and investigation by an appropriate independent third party.

8.2 If an allegation is made or a concern is raised with respect to the BPM, it shall be referred to the Office of General Counsel for evaluation and investigation by an appropriate third party.

8.3 The BPM is not to serve in an operational capacity; meaning the BPM is not to perform management functions that include making decisions, evaluating budgets, setting policies or designing internal controls.

8.4 The BPM is not to perform internal audits within the purview of the District's internal audit department that do not involve allegations of Misconduct or that have no nexus to the Bond Program.

EXHIBIT "B"

KEY PERSONNEL AND PRE-APPROVED SUBCONSULTANTS

Key Personnel:

Bond Program Monitor: _____

Deputy Bond Program Monitor: _____

Senior Professional – Examiner _____

Senior Professional – Investigator _____

Approved Subconsultants:

EXHIBIT "C"

SUPPLEMENTAL COMPENSATION PROVISIONS

A. Contract Hourly Rates (Basic and Additional Services)

1. Key Personnel:

<u>Key Personnel</u>	Year One	Year Two	Year Three	Year Four	Year Five
Bond Program Monitor	\$___	\$___	\$___	\$___	\$___
Deputy Bond Program Monitor	\$___	\$___	\$___	\$___	\$___

2. Professional Staff:

<u>Professional Staff</u>	Year One	Year Two	Year Three	Year Four	Year Five
Examiner	\$___	\$___	\$___	\$___	\$___
Investigator	\$___	\$___	\$___	\$___	\$___
Junior Examiners/Investigators	\$___	\$___	\$___	\$___	\$___

3. Support Staff:

	Year One	Year Two	Year Three	Year Four	Year Five
	\$___	\$___	\$___	\$___	\$___
	\$___	\$___	\$___	\$___	\$___
	\$___	\$___	\$___	\$___	\$___
	\$___	\$___	\$___	\$___	\$___

B. Reimbursable Expenses

Subject to the conditions and limitations set forth in Section 4.2 of the Agreement, Reimbursable Expenses consist of, and are limited to, the following costs incurred by Consultant or a Subconsultant:

1. costs for outside printing or reproduction of deliverables that the District requires be prepared and delivered to the District (costs of printing or reproduction of documents for internal uses by Consultant or its Subconsultants shall not be reimbursable) at reasonable rates that do not exceed per page or sheet rates that have been approved by District in advance;

2. costs of postage, shipping, overnight mail, messenger, courier and/or delivery services to transmit or deliver documents to the District at the request of District;

3. mileage for travel by automobile (excluding any leg of travel between a residence and a branch office of the Consultant or between a residence or a branch office of the Consultant and the District's main office or the offices of a College campus) at the then-current rate established by the Internal Revenue Service and related out-of-pocket costs of parking charges and tolls;

4. air, bus, and rail travel to or from locations outside the County of Los Angeles (coach class only) and related subsistence (excluding automobile, taxi, and private car rentals used after disembarking for the purpose of travel within the County of Los Angeles), as approved in advance in writing by District, such approval not to be unreasonably withheld, but not including such travel and related subsistence to or from an office or residence of Consultant;

5. charges for cellular phone use to the extent such use is dedicated to the Consultant's performance of this Agreement, including any reasonable, necessary, and unavoidable service contract termination charges; and

6. other out-of-pocket costs of Consultant or a Subconsultant as approved in advance by the District, in the exercise of its sole discretion.

Any single Reimbursable Expense exceeding \$500 shall be submitted in advance to District for its approval or disapproval.

EXHIBIT "D"

[Consultant RFP Response (attached)]

EXHIBIT “E”

[Initial Staffing Plan (attached)]

EXHIBIT "F"

Background Check Certifications

Certification by Consultant

(LACCD Administrative Regulation B-35)

Firm Name: _____

Contact # _____

Last Name	First Name	Date Background Check Started	Date Clearance Received*

(* CPLT shall report all arrests that occur subsequent to the date clearance is received to the Build-LACCD Resource Manager within 24 hours of being notified of same).

The undersigned certifies that the criminal background check requirements of LACCD Administrative Regulation B-35 have been conducted and that none of the above-listed persons has been convicted of a violent felony listed Penal Code section 667.5 (c) or a serious felony listed in Penal Code section 1192.7 (c).

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct. Executed on this ___ day of _____ in _____, California.

Firm's authorized agent (print name and title):

Authorized agent (signature):

(name)

(title)

CERTIFICATION OF COMPLIANCE

WITH LACCD ADMINISTRATIVE REGULATION B-35

The undersigned hereby certifies to the Los Angeles Community College District ("District") the following:

1. I am an officer or owner of _____ ("Consultant"), am familiar with the facts herein certified, and am authorized and qualified to execute this certification on behalf of the Consultant.
2. I have read and am familiar with all of the terms and requirements of LACCD Administrative Regulation B-35 ("Regulation").
3. Consultant will adhere, and Consultant assumes responsibility to cause its subconsultants ("Subconsultants") retained to perform services for the District to adhere, to all background check and other requirements of the Regulation.
4. Consultant and its Subconsultants will not assign personnel of the Consultant or any Subconsultant to perform services for the District if doing so would violate the Regulation.
5. Consultant and its Subconsultants have complied and will comply with all applicable state, federal, and local, laws and regulations when conducting criminal background checks or otherwise taking action to complete this certification pursuant to the Regulation.

I hereby certify that the information contained on this certification form is true and accurate.

Date: _____

Name of Consultant: _____

Signature of Officer or Owner: _____

Print Name: _____

Title: _____

RFP ATTACHMENT NO. 2

EXHIBIT "A"

DESCRIPTION OF SERVICES

Subject to the provisions of this exhibit and the other provisions of the Agreement, the Services to be performed by the Bond Program Monitor ("BPM") shall include the following:

1.0 Overview of the BPM's Role

The Bond Program Monitor shall:

1.1 fully perform the functions of the BPM as described in, or reasonably implied by, the provisions of Board Policy 6740 ("BP 6740");

1.2 investigate and report on suspected circumstances occurring in or related to the Bond Program involving "Misconduct," which is defined in BP 6740 as "action or inaction by an employee, contractor, consultant, or other party that the Bond Program Monitor reasonably suspects may involve or aid and abet in the occurrence of misconduct having a nexus to the Bond Program and involving fraud, corruption, a violation of a non-discretionary law, rule or regulation, an abuse of discretion in the exercise of a right or authority granted under a discretionary law, rule or regulation, gross mismanagement or other actions or inactions occurring in the context of an evident deliberate or reckless disregard of an actual or probable waste, or abuse of District funds" ("Misconduct"); and

1.3 in the event of an irreconcilable conflict between the requirements of BP 6740 and the requirements of the Agreement or this exhibit, immediately notify the District's Office of General Counsel of such conflict and comply with BP 6740; provided, however, that in the event of any doubt as to the intent or meaning of the provisions of BP 6740 the BPM's obligation shall be to conform to the District's interpretation of BP 6740 as judged and determined by the District's Office of General Counsel.

2.0 BPM's Performance Standards

The Bond Program Monitor shall:

2.1 include in the written manuals prepared by the BPM pursuant to Sections 3.5 through 3.8 below (collectively, the "Operations Manuals"), a delineation and description of the professional standards that will govern the operation of the office of the BPM and to which the BPM will faithfully and fully adhere in the performance of its Services;

2.2 the selection of the professional standards that the BPM includes in its Operations Manuals shall be within the discretion of the BPM; provided, however, that the sources for such professional standards shall be one or more of the most-current versions of the standards and codes of conduct of one or more of the nationally-recognized and

reputable professional organizations that publish standards for the conduct of audits, assessments, oversight and investigations within governmental agencies, such as, but not necessarily limited to, the Institute of Internal Auditors, Government Accountability Office, Association of Inspectors General, Council of Inspectors General on Integrity and Efficiency, American Institute of Certified Public Accountants, and Association of Certified Fraud Examiners;

2.3 in the event the BPM fails to designate in its Operations Manuals a governing performance standard applicable to the performance of an essential service or function of the office of the BPM, then the governing professional standard shall be deemed to be the highest (i.e., most conservative) performance standard that prevails among those professional standards referred to generally or specifically in Section 2.2 above;

2.4 in the event of an irreconcilable conflict between the requirements of a performance standard that is established by the BPM pursuant to Section 2.0 above and the express requirements of the Agreement (including this exhibit), the provisions of the Agreement shall take precedence and govern the BPM's performance of the Services; and

2.5 notwithstanding anything stated above or elsewhere in the Agreement to the contrary, any "peer review" of the BPM's performance that is recommended by the performance standards established pursuant to Section 2.0 above shall, unless otherwise directed by District, be conducted by an independent third party approved by District and no less frequently than every three (3) years during the Term of the BPM's performance of its Services under the Agreement and more frequently if requested by District in the exercise of its sole discretion.

3.0 Establishment and Maintenance of the Office of BPM

The Bond Program Monitor shall:

3.1 establish an office area within the BPM's offices, and not on the property of the District, complete with all necessary systems and staffing infrastructure to support the BPM's performance of the Services;

3.2 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written multi-year Strategic Plan ("BPM Strategic Plan") setting forth the mission, goals and objectives, of the BPM and, upon receipt of such Chancellor approval, submit the BPM Strategic Plan to the Board of Trustees for its approval;

3.3 review all existing internal procedures and protocols of the District applicable to implementation of the position of BPM and develop and present to Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a report ("Internal Process Revisions Report") giving written recommendations for corrections or additions thereto and, following receipt of such approval, submit such recommendations to the Board of Trustees for approval;

3.4 develop, and present annually a written annual work plan ("Annual Work Plan") aligned to the BPM Strategic Plan and setting forth a budget that estimates effort and resources needed to implement the BPM Strategic Plan in accordance with the following submission procedure: (a) submit a draft (marked "DRAFT") of the Annual Work Plan to the Board of Trustees, Chancellor, and the Facilities Master Planning and

Oversight Committee (via its representatives, the Vice Chancellor of Finance and Vice Chancellor and Chief Facilities Executive) within ten (10) business days after the Effective Date of the Agreement and within ten (10) business days after each annual anniversary date of the Effective Date, (b) during the ensuing ten (10) business day period following submission of said draft ("Annual Work Plan Interim Review Period") make such revisions, if any, to the draft as may be requested by the Chancellor or Facilities Master Planning and Oversight Committee and that are acceptable to the BPM and (c) at the end of the Annual Work Plan Interim Review Period submit a final version of the Annual Work Plan (marked "FINAL") to the Board of Trustees (with copies to the Chancellor, Facilities Master Planning and Oversight Committee and the District's Citizen Bond Oversight Committee) for approval by the Board of Trustees at its next regularly-scheduled public meeting;

3.5 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written administrative manual ("BPM Administrative Manual") aligned to the BPM Strategic Plan setting forth the BPM's operating policies, procedures, and protocols, including, without limitation, protocols for maintaining confidentiality, security, retention, safeguarding and disposal of documentation and information and a systemized approach to coordinating the BPM activities and reporting functions with the processes of the District's executive management, oversight committees, Board of Trustees, and other consultants performing financial and performance audits for the District;

3.6 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written investigative manual ("BPM Investigative Manual") aligned to the BPM Strategic Plan and other Operating Manuals;

3.7 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written audit manual ("BPM Audits, Assessments, Inspections and Other Services Manual") aligned to the BPM Strategic Plan and other Operating Manuals;

3.8 develop and present to the Chancellor, no later than ten (10) business days after the Effective Date of the Agreement, for Chancellor's approval a written quality assurance program ("BPM Quality Assurance Improvement Program") aligned to the BPM Strategic Plan and other Operations Manuals for evaluation of the effectiveness of the BPM and setting forth a plan to ensure that the BPM's employees are afforded professional continuing education opportunities;

3.9 submit for approval quarterly BPM activity reports reflecting work of the BPM accomplished within the prior three (3) month period (including, without limitation, the status of the BPM's development of the Annual Work Plan and initiated, pending, and completed investigations, reviews, audits, inspections, assessments, and other Services, and any recommendations for corrective action as may be relevant to the matters discussed in the quarterly report) in accordance with the following submission procedure: (a) submit a draft (marked "DRAFT") of the quarterly report to the Board of Trustees, Chancellor, and the Facilities Master Planning and Oversight Committee (via its representatives, the Vice Chancellor of Finance and Vice Chancellor and Chief Facilities Executive) seven (7) Days in advance of the end of each prior three (3) month period, (b) during the ensuing seven (7) Day period following submission of said draft ("Quarterly Report Interim Review Period") make such revisions, if any, to the draft as may be requested by the Chancellor or Facilities Master Planning and Oversight Committee and that are acceptable to the BPM and (c) at the end of the Quarterly Report Interim Review Period submit a final version of the quarterly report (marked "FINAL") to the Board of

Trustees (with copies to the Chancellor, Facilities Master Planning and Oversight Committee and the District's Citizen Bond Oversight Committee) for approval by the Board of Trustees at its next regularly-scheduled public meeting.

3.10 notify the Board of Trustees and the Chancellor within 24 hours of the initiation of an investigation of high risk of liability exposure to the District or high impact to the integrity or image of the District;

3.11 complete and sign an annual financial disclosure and annual conflict of interest certification, in a form prepared by the District or prepared by the BPM and approved by the District, to ensure the BPM and its staff remain free from personal or external impairments to independence and objectivity;

3.12 establish a procedure to report instances of non-cooperation with requests for information or records; and

3.13 exercise general supervision over the BPM's clerical and/or professional staff to ensure that their functions and performance are consistent with the BPM Strategic Plan and Operations Manuals.

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The Bond Program Monitor shall:

4.1 evaluate and, if found credible and determined to have a nexus to the Bond Program, investigate, allegations, concerns, complaints and referrals of Misconduct;

4.2 for each such incident involving credible allegations, concerns, complaints, or referrals of Misconduct having a nexus to the Bond Program, prepare an investigative report in accordance with the professional standards established pursuant to Section 2.0 above and the Operations Manuals;

4.3 if allegations of Misconduct are substantiated in an investigative report, include in the investigative report (1) an initial "extent of cause and extent of condition" analysis based on the information uncovered by the BPM in the course of its investigation with respect to (a) possible root causes of the Misconduct (such as, for example, whether the Misconduct was the result of a failure in an existing system or procedure of the District or the Bond Program) and (b) similar incidents of Misconduct that have been found, are suspected to exist, or are likely to arise in the future and (2) a recommendation on whether the BPM believes that a more extensive and expanded investigation and assessment into such root causes and similar incidents ("Extended Cause/Effect Assessment") is warranted.

4.4 perform an Extended Cause/Effect Assessment, as defined in Section 4.3 above, only if authorized and in accordance with the following conditions: (1) the Extended Cause/Effect Assessment shall be limited to Misconduct of the type indicated by the evidence uncovered in the BPM's investigation of a substantiated incident of Misconduct contained in an investigative report; (2) the BPM shall not commence or conduct an Extended Cause/Effect Assessment unless and until authorized to do so by the Chancellor in writing; and (3) performance by the BPM of the necessary Services to conduct an authorized Extended Cause/Effect Assessment shall constitute Additional Services as that term is defined in the Agreement.

4.5 leverage technology in order to accomplish investigations, audits and assessments efficiently;

4.6 perform Services professionally, effectively and efficiently, without undue delay, based on objective evidence obtained through the course of investigation;

4.7 present work product in a clear, timely, objective, accurate, organized balanced and verifiable manner;

4.8 ensure that data gathered and analyzed as part of an investigation is accurately interpreted, logically presented, and maintained in an investigative case file that includes complete supporting and documented evidence, investigator notes, findings, conclusions, recommendations, and outcomes;

4.9 immediately disclose in writing to the Office of General Counsel for the District any circumstances involving an appearance of conflict of interest (personal or organizational) involving the BPM or any third party having a nexus to the Bond Program;

4.10 maintain records consistent with all Applicable Laws governing public records and privacy;

4.11 maintain records of the BPM in electronic form; and

4.12 publish redacted reports of completed investigations within such reasonable time frames set forth in the Operations Manuals or as otherwise directed by the District.

5.0 Confidential Whistleblower Program

The Bond Program Monitor shall:

5.1 publicize and maintain a confidential "Whistleblower Hotline," accessible 24/7/365, for receipt of employee and third party reports of Misconduct related to the Bond Program, utilizing a state-of-the art, web-based case management platform with features that allow for anonymous reporting and communications;

5.2 provide links to the Whistleblower Hotline on the websites maintained by the District (including, without limitation, the Bond Program website) and the Bond Program Monitor;

5.3 develop and implement an external and internal campaign to advertise the Whistleblower Hotline that includes dissemination of information about the Whistleblower Hotline to District staff, contractors, vendors, consultants, community stakeholders, oversight committees, campus students, faculty and staff, unions, and project management staff;

5.4 establish and follow procedures in accordance with the professional standards established pursuant to Section 2.0 above for safeguarding the identity of confidential sources and for protecting privileged and confidential information, including, without limitation, steps to ensure that (1) confidential sources who make complaints or provide information to the BPM will not have their identities disclosed without their consent unless the BPM determines that such disclosure is required by Applicable Law or necessary to further the purposes of an audit, investigation, inspection, evaluation, review, or other inquiry and (2) privileged or confidential information gathered by the BPM will

be protected from disclosure unless the BPM determines that such disclosure is required by Applicable Law or necessary to further the purposes of an audit, investigation, inspection, evaluation, review, or other inquiry;

5.5 maintain proper records of reports, calls and actions taken that integrates to the investigative intake process of the BPM;

5.6 establish and follow appropriate investigative protocol in response to reports received;

5.7 ensure appropriate investigation of allegations through final resolution;

5.8 create a program that ensures against retaliation and retribution;

5.9 establish and follow written record management, retention, and destruction policies;

5.10 provide whistleblowers with unique identification numbers to protect their identity;

5.11 create an automated message system notifying persons making reports of their rights, the non-retaliation policy, and other pertinent information;

5.12 ensure that the Whistleblower Hotline is secure and customizable as a self-administrable system; and

5.13 develop a fee schedule to document the costs associated with the establishment of the Whistleblower Hotline.

6.0 Coordination and Communications

The Bond Program Monitor shall:

6.1 confer with the Chancellor on a regular basis, unless otherwise requested by Chancellor not less frequently than monthly, on the status of the BPM's performance of Services, including, without limitation, the following: (1) the status of all ongoing investigations; (2) any significant problems or impairments encountered and the BPM recommendations for corrective action; (3) a summary of matters referred to prosecutorial authorities and the prosecutions, convictions, recoveries, and other results from such referrals; and (4) a summary of civil and administrative referrals and the results from such referrals; (5) recommended amendments to the regulations or procedures governing the BPM that would improve the effectiveness or the operation of the BPM; and (6) the BPM's observations as to what internal controls failed that allowed the substantiated Misconduct to occur, how pervasive the problem appears to be and the BPM's views on where internal District controls might be strengthened so as facilitate prevention and detection of possible similar future Misconduct;

6.2 report to the Chancellor any personal or external impairments (including, without limitation, personal or financial relationships, preconceived ideas or prejudices, previous subject matter or party involvement, biases, attempts at influence, fund restrictions, interferences with access, or political pressure) affecting the BPM's ability to perform its Services impartially;

6.3 with consent of the Chancellor, as appropriate, release investigative reports to the public subject to any redactions needed to protect witnesses unless the Chancellor determines the release of all or portions of the report should be deferred so as to not compromise ongoing investigative activity; provided, however, that if there is not concurrence between the Chancellor and BPM as to the conditions for or timing of such a release, the such unresolved questions will be submitted to the Office of General Counsel for advice and resolution;

6.4 testify on behalf of the District on investigative matters as designated by the Chancellor or Board of Trustees;

6.5 meet with the Chancellor and others as needed to confirm that corrective actions and remedial measures by the District are in process, such that the BPM can communicate the District's progress in its quarterly reports to the Board of Trustees; and

6.6 conduct training and outreach activities as requested and supported by the Board of Trustees and/or the Chancellor.

7.0 Additional Services

The following services are not the responsibility of the Bond Program Monitor as part of Basic Services and shall not be performed by the Bond Program Monitor unless and until authorized in writing by District pursuant to the Additional Services provisions of the Agreement:

7.1 conducting audits, assessments, inspections, reviews, testing, and other oversight work of a non-investigative nature that has not been included in an Annual Work Plan or otherwise expressly authorized by the Board of Trustees;

7.2 performance of an Extended Cause/Effect Assessment as prescribed by Sections 4.3 and 4.4 above;

7.3 unless specifically authorized in writing as part of an Extended Cause/Effect Assessment (as prescribed by Sections 4.3 and 4.4 above), conducting audits (including, without limitation, spot audits of raw data reviewed by the District's financial and performance auditors) for the purpose of searching for system vulnerabilities to potential Misconduct where there are no reports of actual or suspected Misconduct indicating the need for such an audit;

7.4 unless specifically authorized in writing as part of an Extended Cause/Effect Assessment (as prescribed by Sections 4.3 and 4.4 above), proactively monitoring (i.e., "rooting out"), by search and detect methodologies, potential for Misconduct in areas of the Bond Program where there are no reports of actual or suspected Misconduct triggering the need for such monitoring;

7.5 conducting financial, operational, or performance audits (including, without limitation, spot audits of raw data reviewed by the District's financial and performance auditors) of the Bond Program under circumstances or in areas where there are no reports of actual or suspected Misconduct triggering the need for such audits;

7.6 making recommendations to the District on management decisions, budgetary matters, setting policy, or internal controls affecting routine management functions;

7.7 providing legal advice to the District; provided, however, that the foregoing shall not be interpreted as limiting the BPM's responsibility for making all necessary professional determinations and judgments as may be necessary to carry out the functions of the BPM, including, without limitation, making independent determinations whether allegations of Misconduct constitute a violation of Applicable Laws or the District's administrative procedures or regulations;

7.8 investigation of criminal activities other than those that are financial in nature;

7.9 "benchmarking" (i.e., targeted outreach to other organizations who oversee Bond Programs) in order to identify threats and vulnerabilities and develop proactive efforts in mitigation thereof;

7.10 risk assessment (i.e., use of surveys and interviews to ascertain Bond Program risks) not related to Misconduct;

7.11 participation in an established Education Fraud Working Group or Task Force to address emerging threats that cut across multiple organizations; or

7.12 services related to student misconduct, equal opportunity, hiring, performance, dismissal and discipline, workplace violence, compensation and benefits, remote work requirements, health examinations, communicable diseases, health and safety, fingerprinting and background investigations, personnel records management, reasonable accommodation, and workers compensation and benefits.

8.0 Excluded Services

The following services shall not be performed Bond Program Monitor as part of Basic Services or Additional Services:

8.1 The BPM is not authorized to investigate the Board of Trustees or the Chancellor. If an allegation is made or a concern is raised with respect to the Board of Trustees or the Chancellor, it shall be referred to the District's Office of General Counsel for evaluation and investigation by an appropriate independent third party.

8.2 If an allegation is made or a concern is raised with respect to the BPM, it shall be referred to the Office of General Counsel for evaluation and investigation by an appropriate third party.

8.3 The BPM is not to serve in an operational capacity; meaning the BPM is not to perform management functions that include making decisions, evaluating budgets, setting policies or designing internal controls.

8.4 The BPM is not to perform internal audits within the purview of the District's internal audit department that do not involve allegations of Misconduct or that have no nexus to the Bond Program.

RFP ATTACHMENT NO. 3

PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

Table of Parts

<u>PART:</u>	<u>Page:</u>
PART 1 – PROPOSALS.....	1
PART 2 – PRESENTATIONS/INTERVIEWS	19
PART 3 – SCORING METHODOLOGY.....	20
PART 4 – BACKGROUND CHECKS.....	22

PART 1 – PROPOSALS

1.0 Format of Proposals

1.0.1 Proposals (Technical/Hourly Rates Proposals and Cost Proposals) shall be typed and submitted in accordance with the requirements of the RFP Instructions, this Attachment No. 3, and the other RFP Documents.

- .1** Proposals shall be packaged as required by Section 5.1 of the RFP Instructions and this Exhibit. Each Proposal package shall include one (1) paper original marked “Original” and seven (7) paper copies, each marked “Copy,” along with a copy of the entire Proposal in electronic form on one (1) flash drive or other similar storage device other than a CD.
- .2** Paper originals and paper copies of Proposals shall be (1) on recycled paper, (2) double-sided printed, and (3) on 8 ½ x 11-inch sheets (except that any organization charts and spread sheets may be provided on larger, single-sided sheets, in which case each such printed side will be counted as one page).
- .3** The original and each paper copy of a Proposal shall be separately bound in a ring binder or other simple method of fastening.
- .4** Proposals shall be typed and not include any unnecessarily elaborate or generic promotional materials.

RFP ATTACHMENT NO. 3

- 1.0.2** Each of the Proposals (Technical/Hourly Rates Proposal and Cost Proposal) shall be accompanied by a letter of transmittal placed at the beginning of the Proposal. The letter of transmittal shall not be longer than two pages and addressed as follows:

**Los Angeles Community College District
Procurement Unit
770 Wilshire Blvd., Sixth Floor
Los Angeles, CA 90017
Attention: Jason P. Cascio, Senior Procurement Specialist**

and shall include the following:

- .1 identification (name, address, and telephone number) of the Proposer;
- .2 name, title, address, telephone number, and email address of a contact person on behalf of the Proposer for the duration of the RFP process;
- .3 the following statement:

“We have carefully read and understand all of the provisions of the Request for Proposal and its exhibits and agree to be bound by them. We have also carefully read and reviewed the terms and conditions of the Standard Form of Professional Services Agreement attached to the RFP and by submitting this Proposal understand that this is the agreement that we will be expected to execute if we are successful in receiving the award.”;
- .4 a statement affirming that the terms of the Proposal shall be irrevocable for a period of one hundred and eighty (180) calendar days following the date of its submission to the District; and
- .5 signature of a person authorized to bind the Proposer to the terms of the Proposal, to negotiate contract terms, and to make binding contractual commitments in respect to all matters relating to the RFP accompanied by an affirmative statement that such person has such authority to sign contracts on behalf of the Proposer.

- 1.0.3** The Technical/Hourly Rates Proposal shall include, immediately following the letter of transmittal, a complete table of contents of major sections and exhibits included in the Proposal, including page numbers. A table of contents is not required for the Cost Proposal.

- 1.0.4** Except as otherwise stated in this Paragraph 1.0.4 a Technical/Hourly Rates Proposal shall not contain more than twenty-five (25) sheets printed double-sided (i.e., fifty [50] pages). A page that is only partially used shall constitute a

RFP ATTACHMENT NO. 3

full page. The following (including back sides thereof) are not included in or subject to the foregoing page limitation: front and back covers and tabs, letter of transmittal, table of contents, and District forms attached to the RFP Instructions that are required to be signed and submitted by the Proposer with its Proposals, resumes, and financial information. A Cost Proposal shall not contain more than ten (10) sheets printed single-sided.

- 1.0.5** Print used in all portions of a Proposal, including inserts and footnotes, shall be a font size not smaller than approximately 11 point.

1.1 Technical/Hourly Rates Proposals - Proposer's Organizational Structure

1.1.1 Basic Information. Technical/Hourly Rates Proposals shall include the following basic information concerning Proposer's business organization:

- .1** the legal form of the business entity (i.e., sole proprietor, corporation, LLC, LLP, etc.) under which the Proposer does business;
- .2** if the Proposer is a Single Purpose Joint Venture (as that term is defined in Paragraph 4.6.3 of the RFP Instructions) then Proposer shall, in addition to the other information requested in this Paragraph 1.1.1 concerning the Proposer's business organization, include in its Proposal the following (1) an affirmative statement that **"Proposer is a joint venture that has been formed for the sole purpose of performing an agreement with the District to provide services as the Bond Program Monitor"** and (2) in addition to providing the business organization information concerning Proposer that is requested in this Paragraph 1.1.1, for each joint partner provide the business organization information requested in subparts .1 and subparts .3 through .7 of this Paragraph 1.1.1;
- .3** the jurisdiction (i.e., state) in which the Proposer was originally formed, the date of such formation, and the status of the Proposer's current filings with the Office of the Secretary of State for the State of California authorizing the Proposer to conduct business in the State of California (including, if the Proposer is a Single Purpose Joint Venture, the status of the joint venture's said filings);
- .4** the number of years Proposer has been in business and the types of business conducted during that time;
- .5** any mergers or acquisitions in which the Proposer has joined with, or purchased or been purchased by, another business within the past three (3) years and any mergers or acquisitions planned to occur in the next twelve (12) months;

RFP ATTACHMENT NO. 3

- .6 any professional licenses currently issued in the name of Proposer as the licensee and with respect to each license the type number and expiration date of the license, the name of the governmental or other legally authorized issuer of the license, and whether the license is currently active and in good standing; and
- .7 the current location of the Proposer's *principal office* (wherever located) and the Proposer's *local office* located in or nearest to the City of Los Angeles.

1.1.2 Organizational Capacity. Without limitation to any other information the Proposer wishes to have considered as part of its Technical/Hourly Rates Proposal relative to its organizational structure, Proposer shall address the following subjects relative to the capacity of Proposer's current business organization (if Proposer is a Single Purpose Joint Venture, provide the requested information concerning its joint venture partner who is proposed to serve in the Key Personnel position of "Bond Program Monitor"):

- .1 the number of years the Proposer has been actively and continuously conducting business in its currently constituted legal form (i.e., as a sole proprietor, corporation, partnership, limited liability company or other legal entity), delivering services of a type that are comparable to the Services that are the subject of this RFP;
- .2 the capacity of Proposer's business organization, both historically and currently, to provide the business infrastructure and other platform resources that are needed for the delivery of services delivering services of a type that are comparable to the Services that are the subject of this RFP; and
- .3 the availability of persons, other than proposed Key Personnel and Professional Staff (as described in Section 1.2 hereof,) to provide the clerical and non-clerical administrative support to the proposed Key Personnel and Professional Staff; and
- .4 the ability of Proposer to promptly provide resources that may be needed to adapt to the changing demands of the office of Building Program Monitor, including, without limitation, the availability of a suitable reserve "bench" of qualified personnel (employees or independent contractors) that Proposer would be able to call upon as and when needed to supplement the Proposer's proposed personnel (Key Personnel, Professional Staff and others).

RFP ATTACHMENT NO. 3

1.2 Technical/Hourly Rates Proposal - Proposer's Personnel Qualifications

1.2.1 Key Personnel. Technical/Hourly Rates Proposals shall include the resumes of two (2) individuals proposed to serve in the Key Personnel positions of "Bond Program Monitor" and "Deputy Bond Program Monitor." Only one individual, who shall not be the same individual, shall be proposed for each such Key Personnel position. The Key Personnel positions of Bond Program Monitor and Deputy Bond Program Monitor must be performed by an employee of Proposer and shall not be performed by a Subconsultant.

.1 Bond Program Monitor: The position of Bond Program Monitor is envisioned as being a full-time or nearly full-time position having senior-most responsibility for all activities and actions of the office of Bond Program Monitor. Technical/Hourly Rates Proposals shall include the following information about the individual proposed for the position of Bond Program Monitor: **(1)** a resume of the individual's history of education, work experience, licenses and certifications; **(2)** the complete content of any and all positive or negative performance evaluations (whether public or non-public) issued to the individual within the past 15 years evaluating the individual's senior oversight of an office Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust; **(3)** information that addresses the minimum and preferred qualifications for the Key Personnel position of Bond Program Monitor listed in Parts (a) through (e) below, and **(4)** other information that the Proposer wishes be considered in evaluating the individual's qualifications, experience, and fitness to perform the Key Personnel position of Bond Program Monitor. Unless identified hereinafter as a "minimum" qualification, the qualifications set forth below are preferred and not mandatory qualifications. To the extent that information concerning a minimum or preferred qualification listed below is not disclosed in the resume, it will be presumed that no such information exists:

(a) knowledge of and a work history demonstrating a working familiarity with **(i)** the implementation of a school or community college building program, including, without limitation, a bond-funded building program and a building program initiated under and governed by the provisions of Proposition 39; **(ii)** the legal requirements of the California Public Contract Code, including, without limitation, the California Uniform Public Construction Cost Accounting Act (CUPCCAA); **(iii)** the requirements of the California Education Code applicable to bidding, contracting, and management of facilities construction; and **(iv)** laws and best practices governing bidding, procurement, and award of

RFP ATTACHMENT NO. 3

contracts by public agencies, including, but not necessarily limited to, public universities, colleges, community colleges, or schools;

- (b)** one of the following: a Certified Inspector General by the Association of Inspectors General, a Certified Public Accountant, a Certified Internal Auditor, a Certified Fraud Examiner and/or an attorney licensed to practice law in the State of California;
- (c)** a **minimum** of ten (10) years of experience in a paid oversight leadership position such as an Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust;
- (d)** knowledge and experience supervising personnel in the following areas as part the oversight of an office Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust: audits, investigations, inspections, evaluations, assessments, ethics and/or criminal and/or civil law specifically relating to fraud; and
- (e)** an undergraduate or advanced degree from an accredited college or university in accounting, finance, business administration, criminal justice, law, or a related field.

- .2 Deputy Bond Program Monitor:** The Deputy Bond Program Monitor is envisioned as being a full-time or nearly full-time position having with responsibility to head the account examination and investigative functions of the office of Bond Program Monitor and reporting directly to the Bond Program Monitor. Technical/Hourly Rates Proposals shall include the following information about the individual proposed for the position of Deputy Bond Program Monitor: **(1)** a resume of the individual's history of education, work experience, licenses and certifications; **(2)** the complete content of any and all positive or negative performance evaluations (whether public or non-public) issued to the individual within the past 15 years evaluating the individual's senior or deputy oversight of an office Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust; **(3)** information that addresses the minimum and preferred qualifications for the Key Personnel position of Deputy Bond Program Monitor listed in Parts (a) through (e) below, and **(4)** other information that the Proposer wishes be considered in evaluating the individual's qualifications, experience, and fitness to perform the Key Personnel position of Deputy Bond Program

RFP ATTACHMENT NO. 3

Monitor. Unless identified hereinafter as a “minimum” qualification, the qualifications set forth below are preferred and not mandatory qualifications. To the extent that information concerning a minimum or preferred qualification listed below is not disclosed in the resume, it will be presumed that no such information exists:

- (a) knowledge of and a work history demonstrating a working familiarity with (i) the implementation of a school or community college building program, including, without limitation, a bond-funded building program and a building program initiated under and governed by the provisions of Proposition 39; (ii) the legal requirements of the California Public Contract Code, including, without limitation, the California Uniform Public Construction Cost Accounting Act (CUPCCAA); (iii) the requirements of the California Education Code applicable to bidding, contracting, and management of facilities construction; and (iv) laws and best practices governing bidding, procurement, and award of contracts by public agencies, including, but not necessarily limited to, public universities, colleges, community colleges, or schools;
- (b) a certified public accountant;
- (c) a certified internal auditor;
- (d) a certification from the Association of Inspectors General;
- (e) a certification as a fraud examiner by the Association of Certified Fraud Examiners or certified fraud specialist by the Association of Certified Fraud Specialists;
- (f) a **minimum** of five (5) years of experience in a paid, full time, oversight leadership position such as senior or deputy Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust;
- (g) knowledge and experience supervising personnel in the following areas as part of the integrity oversight of a public agency building program: audits, investigations, inspections, evaluations, assessments, ethics and/or criminal and/or civil law specifically relating to fraud;
- (h) experience performing or supervising the performance of construction contract audits on behalf of a public agency; and

RFP ATTACHMENT NO. 3

- (i) an undergraduate or advanced degree from an accredited college or university in accounting, business administration, finance, criminal justice, law, or related field.

1.2.2 Professional Staff: The District envisions that the Bond Program Monitor and Deputy Bond Program Monitor will be supported on an as-needed basis (as determined by the Bond Program Monitor) in the performance of the Services by two other professionals comprised of a Senior Examiner and a Senior Investigator, and any junior professionals that Proposer determines are needed to provide supporting examination or investigative services (collectively, "Professional Staff"). The Senior Examiner shall be responsible for examination and evaluation of accounting and financial information. The Senior Investigator shall be responsible for investigations and evaluations of other forms of evidence. With respect to individuals proposed to serve as the Senior Examiner and Senior Investigator, Technical/Hourly Rates Proposals shall include **(1)** a resume of the individual's history of education, work experience, licenses and certifications, **(2)** the complete content of any and all positive or negative performance evaluations (whether public or non-public) issued to the individual within the past 15 years evaluating the individual's services in an office Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust; **(3)** information that addresses the minimum and preferred qualifications listed below that are applicable to the Professional Staff position for which the individual is being proposed, and **(4)** other information that the Proposer wishes be considered in evaluating the individual's qualifications, experience, and fitness to perform the Professional Staff position for which the individual is proposed. Unless identified hereinafter as a "minimum" qualification, the qualifications set forth below are preferred and not mandatory qualifications. To the extent that information concerning a minimum or preferred qualification listed below is not disclosed in the resume, it will be presumed that no such information exists:

.1 Senior Examiner:

- (a) an undergraduate or advanced degree from an accredited college or university in accounting, business administration, finance, or related field;
- (b) a **minimum** of five (5) years of experience as a full-time, paid senior auditor or a minimum of seven (7) years of experience doing public accounting for a public agency;
- (c) a Certified Public Accountant or Certified Internal Auditor by the Institute of Internal Auditors; and
- (d) a certification as a fraud examiner by the Association of Certified Fraud Examiners or other Certified Fraud Specialist .

RFP ATTACHMENT NO. 3

.2 Senior Investigator:

- (a)** an undergraduate or advanced degree from an accredited college or university in criminal justice, law, or related field;
- (b)** a **minimum** of five (5) years of experience as a full-time, paid senior fraud investigator for a public agency or a minimum of seven (7) or more years of experience as a line investigator for a public agency;
- (c)** five (5) or more years of experience in law enforcement at a local, state, or federal level performing or supervising criminal investigations involving fraud, corruption, or malfeasance; and
- (d)** certification as a fraud examiner by the Association of Certified Fraud Examiners or as a fraud investigator by the Certified Financial Crimes Investigator Association.

1.2.2 Key Personnel References. With regard to each of the two individuals proposed to serve in the Key Personnel positions of Bond Program Monitor and Deputy Program Monitor, Technical/Hourly Rates Proposals shall list up to three (3), references (“References”) that are public agencies which have employed or retained such individual in an office of Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust. The District may or may not contact References as judged appropriate in the District’s sole and absolute discretion. References shall be familiar with the proposed individual’s performance while employed or retained by the public agency. For each Reference, Proposer shall state the name, address, telephone number, fax number, and email address of a contact person for the Reference who can be reached during regular business hours and who is familiar with the proposed individual’s performance while employed or retained by the public agency. Contact persons shall be informed by Proposer that they may be contacted by the District. Proposers are solely responsible to ensure that contact persons are available and responsive to the District’s efforts to contact them.

1.2.3 Subconsultants. Technical/Hourly Rates Proposals shall identify any Subconsultants who are proposed to perform in a position of Senior Examiner or Senior Investigator, along with the following information concerning each such Subconsultant:

- .1** the Subconsultant’s firm name or, if the Subconsultant is an individual, the individual’s personal name;

RFP ATTACHMENT NO. 3

- .2 the position (Senior Examiner or Senior Investigator) proposed to be performed by the Subconsultant;
- .3 a resume and/or brief summary of the education, work history and relevant experience and qualifications of the Subconsultant;
- .4 Up to (3) public agencies with building projects or programs for which the Subconsultant has performed services in an office Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust within the past ten (10) years, including for each such public agency all of the information requested in Section 1.3.2 hereof; and
- .4 a brief description of other working relationships or arrangements entered into between the Proposer and the Subconsultant within the past five (5) years.

1.3 Technical/Hourly Rates Proposals - Proposer's Firm Experience

- 1.3.1 Technical/Hourly Rates Proposals shall describe the Proposer firm's experience in performing services in an office Inspector General, Integrity Monitor, Bond Program Monitor, or other similar public agency independent oversight position of trust overseeing a public agency building project or program. Experience shall be that of the Proposer, as a firm or company. If the Proposer is a Single Purpose Joint Venture, the experience shall be of the joint venture member serving as Bond Program Monitor.
- 1.3.2 Descriptions of Proposer's firm experience shall include, for each such public agency, the following information:
 - .1 the full name of the public agency;
 - .2 the types of buildings and facilities constructed by the public agency that were monitored by the Proposer;
 - .3 the estimated total value (expressed in terms of cost of construction) of the buildings and facilities construction monitored by the Proposer;
 - .4 the period of time (dates and durations) that Proposer performed such services for the public agency;
 - .5 the funding sources for the public agency's construction of the building and facilities that were monitored by the Proposer;

RFP ATTACHMENT NO. 3

- .6 the approximate amount of total compensation paid to the Proposer by the public agency for the Proposer's monitoring services;
- .7 any notable achievements by the Proposer while performing such services for the public agency;
- .8 the content of any evaluations or audits of Proposer's performance of such services (including both positive and negative evaluations); and
- .9 any other significant factors related to Proposer's performance of monitoring services for the public agency that the Proposer would like the District to consider.

1.4 Technical/Hourly Rates Proposals – Proposer's LSEDV Status. Technical/Hourly Rates Proposals shall include a statement of whether the Proposer is or is not a local, small, emerging or disabled veteran owned business ("LSEDV"), as those terms are defined in District Administrative Procedure 6330. If Proposer responds affirmatively, Proposer shall further state the facts demonstrating its LSEDV status. Administrative Procedure 6330 defines LSEDV businesses as follows:

- A. "Small" shall mean a 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. "Local" shall mean a business that has its principal place of business in the County of Los Angeles.
- C. "Emerging" shall mean a firm that has been in business in its substantially current form for up to five (5) years.
- D. "Disabled Veteran Owned" business shall mean a 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.

1.5 Technical/Hourly Rates Proposals - Proposer's Claims History

- 1.5.1** Proposer (or if the Proposer is a Single Purpose Joint Venture, its joint venture partner proposed to serve in the Key Personnel position of Bond Program Monitor) shall **restate** in its Technical/Hourly Rates Proposal, with exact wording, each of the questions as written in Parts .1 through .4, below, followed by a **"YES" or "NO" answer**. If a Proposer's response to a question is "YES," Proposer shall provide information separately as to each separate incident or claim within the scope of the question a description of the circumstances and the current status or final disposition of the incident or claim. Proposer may also

RFP ATTACHMENT NO. 3

provide any other information in the nature of mitigating factors the Proposer would like the District to take into consideration. If there is a reason that a Proposer believes it cannot provide full information in explanation of a "YES" answer (for example, if the circumstances of an incident or claim are subject to an obligation of confidentiality imposed by court order or settlement agreement), then the Proposer shall provide such information as the Proposer is able to disclose and an explanation of the reason that further information is not being provided:

- .1** Has the Proposer or a person proposed to serve a Key Personnel position (Bond Program Monitor or Deputy Bond Program Monitor) or Professional Staff position (Senior Examiner or Senior Investigator) at any time within the past five (5) years been terminated for default under a contract awarded by a public agency?
 - .2** Has the Proposer or any person proposed to serve a Key Personnel position (Bond Program Monitor or Deputy Bond Program Monitor) or Professional Staff position (Senior Examiner or Senior Investigator) at any time within the past five (5) years been (a) determined by a public agency to be non-responsible, (b) convicted of a violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders or been convicted of a violation of any other state or federal law relating to bidding performance, or (c) debarred by a public agency from bidding or entering into a contract with such public agency?
 - .3** Within the past five (5) years, has there been the filing of a lawsuit or arbitration involving the performance for a public agency of professional services of any kind in which the Proposer or a person proposed to serve in a Key Personnel position (Bond Program Monitor or Deputy Bond Program Monitor) or Professional Staff position (Senior Examiner or Senior Investigator) was a defendant or cross-defendant and in which the amount sought to be recovered from such defendant or cross-defendant (whether or not covered by insurance) was more than \$100,000?
 - .4** Has the Proposer or any person proposed to serve in a Key Personnel position (Bond Program Monitor or Deputy Bond Program Monitor) or Professional Staff position (Senior Examiner or Senior Investigator) been convicted of a felony within the past seven (7) years?
- 1.5.2** A failure by Proposer to disclose the existence of any of circumstances described in Paragraph 1.5.1, above may be deemed, in exercise of the sole and absolute discretion of the District, as grounds for disqualification of the Proposer.

RFP ATTACHMENT NO. 3

- 1.5.3** An affirmative (i.e., “YES”) response to any of the questions listed in the Paragraph 1.5.1, above may be deemed, in the exercise of the sole and absolute discretion of the District, as grounds for disqualification of the Proposer. Alternatively, the District may, in the exercise of its sole and absolute discretion, not disqualify the Proposer and permit the Evaluation Panel to evaluate the Proposer’s “Claims History” by means of relative scoring.

1.6 Technical/Hourly Rates Proposals - Proposer’s Financial Information

- 1.6.1** Each Proposer (or if the Proposer is a Single Purpose Joint Venture, its joint venture partner who is proposed to serve in the Key Personnel position of Bond Program Monitor) shall submit the following financial documentation as part of its Technical/Hourly Rates Proposal:

- .1** If audited financial statements are available, they shall be provided, which include the following: (1) Income Statement; (2) Balance Sheet; and (3) Statement of Changes in Financial Position; or
- .2** If audited financial statements are not available and if unaudited financial statements compiled, reviewed, or attested by a CPA firm are available, then such unaudited financial statements shall be provided, which include the following: (1) Income Statement and (2) Balance Sheet.
- .3** If such audited financial statement or unaudited financial statement is not available, then the following shall be provided:
 - (a)** a self-prepared unaudited financial statement;
 - (b)** two (2) current references from a bank or other institutional lender;
 - (c)** a current statement from a bank confirming the Proposer’s open credit line available and the available amount of credit line; and
 - (d)** a current Dunn and Bradstreet report or report from a recognized commercial credit rating service, such as Experian, for the last two (2) full calendar years.

- 1.6.1** All financial information requested, whether in the form of a financial statement or other financial information, shall conform to “generally accepted accounting principles” (“GAAP”).

RFP ATTACHMENT NO. 3

- 1.6.2** The District is under no obligation to inform Proposers if information is missing from a Proposal and shall not be responsible for a Proposer's failure to provide the financial information requested.
- 1.6.3** Technical/Hourly Rates Proposals shall disclose if Proposer (or if the Proposer is a Single Purpose Joint Venture, its joint venture partner who is proposed to serve in the Key Personnel position of Bond Program Monitor) has filed or had filed against it a petition in bankruptcy or taken any actions with respect to the insolvency, reorganization, receivership, or assignment for the benefit of creditors, or otherwise sought relief from creditors at any time within the past seven (7) years and if so, the circumstances and final disposition thereof. The existence of any such circumstances may be deemed by the District, in the exercise of the sole and absolute discretion of the District, as grounds for disqualification of the Proposer.
- 1.6.4** Except where the Proposer is a Single Purpose Joint Venture (in which case the financial information shall reflect the financial condition of the joint venture partner who is proposed to serve in the Key Personnel position of Bond Program Monitor), financial information shall be that of the Proposer and not that of related, parent, or affiliated company.
- 1.6.5** Failure to comply with the requirements of this Section 1.6 may, in the sole discretion of District, be deemed grounds to disqualify a Proposer.
- 1.7** **Technical/Hourly Rates Proposals - Proposer's Technical Approach.** Proposer shall submit as part of its Technical/Hourly Rates Proposal a narrative describing the following elements (each a "Required Technical Element") of Proposer's technical approach to administering the office of Bond Program Manager:
- 1.7.1** **Strategic Plan.** Provide a concise executive summary of a three to five year strategic plan describing the mission, and primary goals and objectives, of the office of Bond Program Monitor for the District (collectively, "Mission").
- 1.7.2** **Organization Chart.** Describe the office of Bond Program Monitor for the District as you envision it organizationally, including its structure and personnel required to deliver the requirements of the office.
- 1.7.3** **Audit Process.** Describe in overview the process you envision reflecting in your BPM Audits, Assessments, Inspections and Other Services Manual (referred to in Section 3.7 of RFP Attachment No. 2 – "Description of Services") for conducting audits and examinations, including means of access to personnel and records, process from entry to closing and associated timelines, and distribution of results.

RFP ATTACHMENT NO. 3

- 1.7.4 **Investigation Process.** Describe in overview the process you envision reflecting in your BPM Investigative Manual (referred to in Section 3.6 of RFP Attachment No. 2 – “Description of Services”) for conducting investigations, including means of access to personnel and records, process from entry to closing and associated timelines, and distribution of results.

- 1.7.5 **Complaints and Tips.** Describe what you envision as your complaint intake system and process, through to disposition, include “whistleblower” protections and measures.

- 1.7.6 **Work Plan.** Describe highlights of what you would include in your initial Annual Work Plan (referred to in Section 3.4 of RFP Attachment No. 2 – “Description of Services”), including, without limitation, anticipated resource allocation for Bond Program oversight effort by type of engagement.

- 1.7.7 **Code of Conduct.** Describe your express expectations of the ethical obligations of the office of Bond Program Monitor, including, but not limited to, ethics of personnel and subcontractor integrity, ethics, and conduct.

1.8 Technical/Hourly Rates Proposals - Proposer’s Hourly Rates

1.8.1 **Contract Hourly Rates.** Proposer shall state in its Technical/Hourly Rates Proposal its proposed Contract Hourly Rates (as defined in Subparagraph 2.4.5.1 of the RFP Instructions and the Agreement) for all proposed positions of Key Personnel, Professional Staff (including junior professionals, if any) and Support Staff positions during each successive 12-month period of the anticipated five-year Term of the Agreement (each such successive 12-month period is hereinafter referred to as “Year One”, “Year Two”, etc.). Proposers shall use the following format in setting forth its proposed Contract Hourly Rates:

<u>Key Personnel</u>	Year One	Year Two	Year Three	Year Four	Year Five
Bond Program Monitor	\$_____	\$_____	\$_____	\$_____	\$_____
Deputy Bond Program Monitor	\$_____	\$_____	\$_____	\$_____	\$_____

RFP ATTACHMENT NO. 3

<u>Professional Staff</u>	Year One	Year Two	Year Three	Year Four	Year Five
Senior Examiner	\$_____	\$_____	\$_____	\$_____	\$_____
Senior Investigator	\$_____	\$_____	\$_____	\$_____	\$_____
Junior Examiner*	\$_____	\$_____	\$_____	\$_____	\$_____
Junior Investigator*	\$_____	\$_____	\$_____	\$_____	\$_____

*Junior examiners and junior investigators provide Services in a supporting role to the Services of the Senior Examiner and Senior Investigator, as judged necessary by the Bond Program Monitor.

<u>Support Staff**</u>	Year One	Year Two	Year Three	Year Four	Year Five
Support Staff Position:_____	\$_____	\$_____	\$_____	\$_____	\$_____
Support Staff Position:_____	\$_____	\$_____	\$_____	\$_____	\$_____
Support Staff Position:_____	\$_____	\$_____	\$_____	\$_____	\$_____

** Support Staff are comprised of clerical and non-clerical staff who support the activities of the Key Personnel and Professional Staff, as judged necessary by the Bond Program Monitor. Insert in the blank provided a descriptive title (such as, file keeper, IT consultant, etc.) for each proposed Support Staff position. Add rows for any additional positions and rates.

1.8.2 Included Costs. Proposed Contract Hourly Rates shall be fully-burdened, “all-in” lump-sum, fixed unit rates that include all base compensation and all burdens, benefits, overhead, of every kind (such as, without limitation, fringe benefits, payroll taxes (FIC, Medicare, SUTA and FUTA), worker’s compensation and other insurance, health and welfare, vacations, sick leave/personal time, and pension contributions) and profit.

RFP ATTACHMENT NO. 3

- 1.8.3 Escalation.** Different Contract Hourly Rates may be proposed for each 12-month period during the Term.
- 1.8.4 Scoring Methodology.** Scoring of a Proposer’s proposed Contract Hourly Rates will be determined based on a single average blended competitive rate (“Combined Blended Rate”) that is determined by adding the 20 proposed Contract Hourly Rates entered by the Proposer in the table above for Bond Program Monitor, Deputy Bond Program Monitor, Professional Examiner and Professional Investigator and dividing by 20. Rates charged by other individuals proposed by Proposer (including, but not limited to, other Professional Staff and Support Staff) are not included in the calculation of the Combined Blended Rates. In the same 12-month period, Proposers shall not propose a Contract Hourly Rate for any person that is greater than the hourly rate proposed for a person who is senior to such person. A Proposer submitting the lowest Competitive Blended Rate shall receive the maximum number of possible points for Proposer’s “Price” of 275 points, the Proposer submitting the next-lowest Competitive Blended Rate shall receive 225 points, and a Proposer submitting the next-lowest Competitive Blended Rate shall receive 175 points, and so on, with 50 points being deducted for each successively higher Competitive Blended Rate. All Proposers receiving a score of 25 points or less shall receive a score of 25 points.

1.9 Cost Proposals – Proposal Requirements

- 1.9.1** A Costs Proposal is a separately-packaged Proposal submitted by a Proposer in accordance with Article 5 of the RFP Instructions, setting forth a Proposer’s proposed maximum staffing levels (“Initial Staffing Plan”) and proposed maximum Basic Services Fees compensation (“Basic Fees Maximum”) for each of the following periods of time: **(a)** the first six (6) months of the Term of the Agreement (“6-Month Transition Period”) and **(b)** the first 12-months (“Initial Year”) of the Term.
- 1.9.2** As described RFP Attachment No. 1 – “Professional Services Agreement”, a Basic Fees Maximum is the maximum sum of Basic Services Fees that the District is obligated to pay for Basic Services perform during a designated period of time of the Term of the Agreement (typically, 6 months or 12 months). If the sum of Basic Services Fees actually earned during such period of time is less than the Basic Fees Maximum, only the actual, earned amount of Basic Services Fees would be charged to and payable by the District and any savings (represented by the difference between the sum of the payable Basic Services Fees and the Basic Fees Maximum) would accrue to and be retained entirely and exclusively by the District. A Basic Fees Maximum does not cover or include Reimbursable Expenses, which are separately reimbursed by the District. Provisions are included in the Agreement for payment of additional Basic Services Fee

RFP ATTACHMENT NO. 3

exceeding a Basic Fees Maximum for authorized Additional Services, as defined in the Agreement.

- 1.9.3** Cost Proposals are intended to aid the District in the Negotiations, are not evaluated or scored, are not disclosed to the Evaluators when conducting their evaluation and scoring of the Technical/Hourly Rate Proposals, and are first opened and reviewed by the District after the final ranking of the Short-Listed Proposers following conclusion of the First and Second Phases of the RFP process.
- 1.9.4** Proposers shall include in their Cost Proposals the following information presented in a tabular format (such as Excel or similar spreadsheet format, with the horizontal axis being “time” and the vertical axis being “job titles” and populated with numbers of projected working hours and the Contract Hourly Rates proposed in the Proposer’s Technical/Hourly Rates Proposal):
- .1** the job titles of each person comprising the Proposer’s proposed Key Personnel, Professional Staff (including junior professionals, if any are proposed), and Support Staff;
 - .2** the maximum number of hours of Basic Services that Proposer projects would be required to be performed by such persons to perform Basic Services, broken down into 4-week increments comprising the **(a)** the 6-Month Transition Period and **(b)** Initial Year;
 - .3** the maximum amount of Basic Services Fees that Proposer projects would be charged for such persons’ time expended in the performance of Basic Services (at the Contract Hourly Rates proposed by Proposer in its Technical/Hourly Rates Proposal), broken down into 4-week increments comprising the **(a)** the 6-Month Transition Period and **(b)** Initial Year.
 - .4** two (2) separate, proposed Basic Fees Maximums, including a proposed Basic Fees Maximum for each of **(a)** the 6-Month Transition Period and **(b)** Initial Year.
- 1.9.5** In determining the staffing hours for the 6-Month Transition Period, the Proposer shall give consideration to the additional time and effort needed to establish and organize the office of Bond Program Monitor.
- 1.9.6** The Cost Proposal shall include two (2) proposed Basic Fees Maximums for the 6-Month Transition Period and the Initial Year, only. As part of the Negotiations in the Third Phase of the RFP process, the District envisions, but assumes no obligation, to negotiate and agree to additional Basic Fees Maximums covering

RFP ATTACHMENT NO. 3

each 12-month period following the Initial Year and for the balance of the 5-year Term of the Agreement.

PART 2 – PRESENTATIONS/INTERVIEWS

2.0 Presentation/Interview Requirements

- 2.0.1 Short-Listed Proposer.** Only the Short-Listed Proposers (as defined in Paragraph 2.4.7 of the RFP Instructions) will be invited to participate in a Presentation/Interview. Invitations will be in writing (or by RFP Addendum) providing each of the Short-Listed Proposers an assigned date and time for a Presentation/Interview.
- 2.0.2 Participants.** In-person attendance at a Presentation/Interview by the individuals proposed by Proposer to serve in the positions of Bond Program Monitor, Deputy Bond Program Monitor, Senior Examiner and Senior Investigator is mandatory. No other attendees on behalf of a Proposer are permitted to attend. The individual proposed for the position of Bond Program Monitor shall lead the Proposer's presentation. In addition to introductions, all persons attending on behalf of the Proposer shall speak during the presentation.
- 2.0.3 Schedule.** The schedule and timing of Presentations/Interviews will be announced by written notice to the Short-Listed Proposers and/or by RFP Addendum.
- 2.0.4 Visual Aids.** Visual aids are permitted, but not required, at the Presentations/Interviews. If visual aids are used, Proposer shall furnish each member of the Evaluation Panel with one printed copy and one electronic copy of the visual aids used during the Presentation/Interview. The Proposer is responsible for providing all software, hardware, screens, projectors, easels, and any and all other necessary tools, equipment, or services necessary for its Presentation/Interview. Visual aids may include handouts to the Evaluators. Handouts, however, are not required and should be limited to only those materials needed to clarify the Proposer's verbal presentation. Proposers are advised that the substance of such written handouts will not be included in the scoring of the Proposer's Presentation/Interview.
- 2.0.5 Evaluators.** In advance of the Presentations/Interviews, Proposers will be informed of the number of Evaluators who will be present on behalf of the District at the Presentations/Interviews.
- 2.0.6 Presentations.** At the option of the District, in the exercise of its sole and absolute discretion, scripted questions may be provided either in advance of the Presentation/Interview or at the beginning of the Presentation/Interview.

RFP ATTACHMENT NO. 3

Whether or not scripted questions are provided, Proposers should be generally prepared to address or respond to questions on the following topics:

- .1 Proposer's overall approach to setting up and operating the office of Bond Program Monitor;
- .2 Proposer's overall approach to managing the Whistleblower Hotline;
- .3 Proposer's assessment of the major areas where risk of Misconduct is likely to be encountered in the Bond Program;
- .4 Proposer's past successes in dealing with Misconduct of the type expected to occur on the Bond Program; and
- .5 Proposer's record of successfully meeting budget objectives in conducting integrity monitorship for building programs comparable to the Bond Program.

2.0.7 Timing. Proposers will be allowed sixty (60) minutes for presentations. Presentations will be followed by a period of questions and answers that may vary depending on the nature of the follow-up questions and the length of the answers. Each Proposer will be given ten (10) minutes to make a closing statement or summation. The total time allotted for a Presentation/Interview is approximately ninety (90) minutes.

2.0.8 Clarifications. The District may seek clarifications of a Proposer's Technical/Hourly Rates Proposal at any time during the conduct of the Presentations/Interviews whether or not the subject matter of the clarification is addressed by the Proposer in the Presentation/Interview.

PART 3 – SCORING METHODOLOGY

3.0 First Phase: Evaluations of Technical/Hourly Rates Proposals.

3.0.1 Primary Evaluative Factors. In the First Phase of the RFP process, the District will evaluate and score each Technical/Hourly Rates Proposal according to the methodology shown in the table below. "Maximum Points" refers to the maximum possible number of points that a single Evaluator may give to a Proposer for the listed Primary Evaluative Factor:

RFP ATTACHMENT NO. 3

	First Phase Evaluations–Primary Factors	Maximum Points
1.	Qualifications and Experience	255
2.	Technical Approach	280
3.	Claims History	40
4.	LSEDV Status	100*
5.	Price (Competitive Blended Rate)	275
6.	Overall Proposal Quality	50
	First Phase Total:	1,000

* A full 100 points are automatically assigned to a Proposer that qualifies as a local, small, emerging or disabled veteran owned business as defined in Administrative Procedure 6330. Other businesses receive a score of zero (-0-).

3.0.2 Evaluative Sub-Factors. The Primary Evaluative Factors set forth above shall be scored by the Evaluation Panel using the following allocation of maximum possible point for each of the following sub-factors:

	First Phase–Primary & Sub-Factors	Sub-Factors (Max. Points)	Primary Factors (Max. Points)
1.	Qualifications and Experience		255
	Sub-Factor: Proposer’s firm qualifications and experience	128	
	Sub-Factor: Key Personnel qualifications and experience	127	
2.	Technical Approach		280
	Sub-Factor: Each Required Technical Element (7)	7 x 40 pts.	
3.	Claims History		40
	Sub-Factor: Termination	10	
	Sub-Factor: Bidding	10	
	Sub-Factor: Litigation	10	
	Sub-Factor: Other	10	
4.	LSEDV Status		100*
5.	Price (Competitive Blended Rate)		275
6.	Overall Proposal Quality		50
	First Phase Total:		1,000

* A full 100 points are automatically assigned to a Proposer that qualifies as a local, small, emerging or disabled veteran owned business as defined in Administrative Procedure 6330. Other businesses receive a score of zero (-0-).

Scores received by Proposers for all of the above First Phase Evaluative Primary Factors will be totaled for purposes of determining which Proposers will be invited to participate as Short-Listed Proposers in the Second Phase.

RFP ATTACHMENT NO. 3

- 3.1 Second Phase: Presentations/Interviews.** In the Second Phase of the RFP process, the District will evaluate and score the performances by the Short-Listed Proposers in their Presentations/Interviews. Scoring will be according to the methodology shown in the table below. “Maximum Points” refers to the maximum possible number of points that a single Evaluator may give to a Proposer for the listed Primary Evaluative Factors.

	Second Phase Evaluations–Primary Factors	Maximum Points
1.	Presentation Opening	200
2.	Responses to Questions (scripted and non-scripted)	200
3.	Overall Communication/Interpersonal Skills	200
4.	Overall Demonstrated Knowledge	200
5.	Overall Performance	200
	Second Phase Total:	1,000

- 3.2 Overall Weighting (First and Second Phases).** Each Short-Listed Proposer’s total scores for the First Phase and Second Phase shall be combined based on **60%** weight being given to the total First Phase score and **40%** weight being given to the total Second Phase score. The Proposer’s resultant combined, weighted score will constitute the Proposer’s final score for the First Phase and Second Phase that will be used for purposes of determining Proposer’s participation in the Third Phase, Negotiations.

PART 4 – BACKGROUND CHECKS

In the Fourth Phase, the District will conduct background checks of some or all individuals proposed by the Proposer to whom the District is considering making an Award. Background checks may be conducted of any individual (whether employed by Proposer or a Subconsultant) identified in such Proposer’s Proposal for any position (including Key Personnel, Professional Staff, Support Staff, or any other position) who the District judges, in its sole and absolute discretion, may have access to proprietary or confidential information of the District. To assist the District in conducting the background checks, the Proposer shall, upon request by District, provide within five (5) business days of such request the following information about each individual identified in the District’s request (any information requested below that is contained in a resume submitted as part of a Proposal should not be cross-referenced but should be repeated in the Proposer’s written response prepared in accordance with this Part 4):

- 4.0** full name and any aliases, “AKAs,” or “DBAs” by which the individual has been known or done business within the past seven (7) years;
- 4.1** date of birth;

RFP ATTACHMENT NO. 3

4.2 social security number;

4.3 each federal employment ID number, if any, held in the past seven (7) years, including the name of the individual or business associated with the ID number;

4.4 all employment and all offices held (including any office, trusteeship, directorship, partnership, or position of any nature whether compensated or not) during the past seven (7) years, including the following:

- .1** name of employer or office;
- .2** location of employment or office;
- .3** job or office title;
- .4** dates during which the employment existed or the office was held;
- .5** reason for cessation of employment or office; and
- .6** name and address of person to contact to verify employment or office information;

4.5 any business or legal entity in which a vested or contingent interest having a fair market value of more than \$2,500 has been held within the past seven (7) years by (1) the individual or his/her current spouse, (2) a partnership of which such individual or spouse was or is a member, or (3) a corporation of which 10 percent or more of the stock was or is owned or controlled by such individual or spouse;

4.6 any contract in which a vested or contingent interest having a fair market value of more than \$2,500 is currently held by (1) the individual or his/her current spouse, (2) a partnership of which such individual or spouse was or is a member, or (3) a corporation of which 10% or more of the stock was or is owned or controlled by such individual or spouse (it is not necessary to list any contract that has been fully performed and paid for and for which only warranties or guarantees remain to be performed unless there is a known dispute with regard to the performance of the contract or any warranty or guarantee under the contract, in which case the contract shall be listed), including the following:

- .1** the names of the parties to the contract;
- .2** a general description of the contract performance required by the individual or spouse;
- .3** the amount of compensation paid to the individual or spouse under the contract; and
- .4** the amount of compensation that remains to be paid to the individual or spouse under the contract if and when the contract is fully performed in the future;

4.7 any bankruptcy filings made within the past seven (7) years (regardless of who initiated the filing) by or involving as the debtor in such proceeding any of the following: (1) the individual, (2) a partnership of which the individual was a partner, or (3) a corporation of which 10% or more of the stock was or is owned or controlled by the individual;

RFP ATTACHMENT NO. 3

4.8 all felony and misdemeanor convictions (including a plea of guilty or no contest) within the past seven (7) years which resulted in a criminal conviction that has not been judicially ordered sealed or expunged and excluding any misdemeanor convictions for marijuana-related offenses more than two (2) years old;

4.9 with respect to all debts or liabilities within a category listed below that are obligations of the individual, obligations of a trust in which the individual has a beneficial interest, obligations of a partnership in which the individual or his/her spouse is a partner, or obligations of a corporation in which the individual or his/her spouse owns more than a 10% ownership interest and where the monetary amount of the debt or liability exceeds \$2,500, the Proposer shall provide a description and estimate of the current amount owing on account of each such debt or liability within such category, including the following:

- .1 judgments;
- .2 state and federal tax liens;
- .3 promissory notes; and
- .4 loan guarantees;

4.10 all lawsuits filed within the past seven (7) years in which the individual was named as a party whether as a defendant, plaintiff, or other party, the court in which the lawsuit was filed, the case number, the date of filing, date of dismissal or final judgment, and a description of the final disposition of such lawsuit whether by judgment or settlement;

4.11 the dates and disposition of any investigations of the individual within the past ten (10) years conducted by a department of social services, Securities Exchange Commission or Federal Election Commission;

4.12 the dates of military service, highest rank achieved, date of discharge, and whether the discharge was honorable or dishonorable;

4.13 if the individual is licensed by any state jurisdiction to practice law, a general description of the individual's license history and law practice, including the following:

- .1 date of license issuance;
- .2 dates of any periods of license suspension or revocation;
- .3 whether the license is currently active or inactive and if not active, the reason why;
- .4 details of any complaints filed against the individual with, or disciplinary action recommended or taken by, the governing board regulating the practice of law;
- .5 number of years of active practice as a lawyer; and
- .6 areas of specialization; and

4.14 any other information of which the District should be aware (including, without limitation, information that is available from the internet) that whether considered by the individual to

RFP ATTACHMENT NO. 3

be true or not true, could be reasonably perceived as potentially affecting the individual's independence or objectivity in serving a member of the office of Bond Program Monitor for the District.

RFP ATTACHMENT NO. 4

REFERENCE DOCUMENTS

Proposers can find current and past information about the District's (former) Office of Inspector General and (past and current) Office of Bond Program Monitor at <http://www.laccd-oig.org/>. For general information about the Bond Program, Proposers can find past performance and financial audits at <http://www.build-laccd.org/oversight/reviews-and-audits>.

RFP ATTACHMENT NO. 5

ACKNOWLEDGEMENT OF ADDENDA

The Proposer acknowledges receipt of all RFP Addenda as follows:

RFP ADDENDUM NO.	SIGNATURE

Date: _____

[NAME OF PROPOSER]

[Signature of Proposer (if individual) or its
Officer]

[Typed Name of Person Signing]

[Office or Title]

RFP ATTACHMENT NO. 6

CONFLICT OF INTEREST CERTIFICATION

As a Proposer for RFP No. 24-08 the undersigned hereby certifies that:

1. Neither the Proposer nor any officer, director, agent, employee, or affiliate of the Proposer, has (or within the past 5 years has had) a financial interest in any consultant or contractor currently under agreement to perform work or services for the District or any of the District's colleges, excepting the following firms: _____.
2. Neither the Proposer nor any officer, director, agent, employee, or affiliate of the Proposer, has directly, or indirectly through an intermediary, received from, or paid to, any consultant or contractor currently under agreement to perform work or services for the District or any of the District's colleges any gift or any gratuity, except for the following gifts or gratuities: _____.
3. Neither the Proposer nor any officer, director, agent, employee, or affiliate of the Proposer, has (or within the past 5 years has had) any affiliation or business relationship with any official, officer, agent, or employee of the District, or of any consultant or contractor retained by the District, who makes recommendations to the District with respect to the expenditure of money, except for the following affiliation or business relationship: _____.
4. Neither the Proposer nor any officer, director, agent, employee, or affiliate of the Proposer, has (or within the past 5 years has had) any affiliation or business relationship with any official, officer, agent, or employee of the District, except for the following affiliation or business relationship: _____.
5. No portion of the services covered by the Proposer's Proposal is anticipated to be performed by a person or entity that is already providing, or that Proposer has reason to believe may provide in the future, services, advice, or consultation to (1) the District or any of its nine colleges in connection with the District's Bond Program, (2) any consultant or contractor retained by the District in connection with the District's Bond Program, or (3) any subconsultant or subcontractor of any consultant or contractor retained by District, except for the following: _____.
6. The Proposer does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following: _____.

RFP ATTACHMENT NO. 6

7. The Proposer agrees to assume continuing duty to disclose to the District any circumstances that may arise in the future within the scope of the requests for disclosure of conflicts of interests stated above.

Proposer: _____

Signature: _____

Name and Title: _____

Date: _____

RFP ATTACHMENT NO. 7

VENDOR CODE OF CONDUCT CERTIFICATION

The undersigned, a current officer or owner of the undersigned _____ ("Vendor") and being authorized by Vendor to execute this certification, hereby certifies the following facts pertaining to Request for Proposals No. DW-21-11-RFP (the "RFP"):

1. I hereby certify that have reviewed the Build-LACCD Vendor Code of Conduct (Attachment No 12 to the RFP, hereinafter referred to as the "Vendor Code") and to the best of my knowledge after diligent inquiry and investigation, the Vendor identified below and on whose behalf this certification is submitted has complied with the requirements of the Vendor Code and there are no facts or circumstances of which I am aware indicating that there has been a violation of the Vendor Code by the Vendor or any of its officers, directors, employees or representatives or by any other person acting in concert with, or with the cooperation of, the Vendor or any of its officers, directors, employees or representatives.
2. I hereby certify that no individual or entity has been or will be offered or given any Gift (as defined in the Vendor Code) in connection with the procurement for which this certification is being submitted ("Procurement") or any contract issued therefrom ("Contract") and that no conflicts of interest exist.
3. I hereby certify that all officers and personnel who may interact or have interacted with the District or Program Manager of the District's Bond Program during the course of the Procurement or the Contract have been provided with a copy of the Vendor Code.
4. I hereby certify that Vendor has obtained the certifications stated herein from all its Subconsultants being proposed as part of the Procurement and will obtain such certifications from any other Subconsultants from whom the Vendor solicits or receives proposals for services or work under any Build-LACCD contract. Vendor shall remain such certifications, which shall be subject to audit by the District.
5. I hereby certify that by submitting a proposal for this Procurement, Vendor agrees to fully comply with the Vendor Code.

(Vendor/Proposer Name)

By: _____

Name: _____

Title: _____

BUILDLACCD VENDOR CODE OF CONDUCT

A. INTRODUCTION

The Los Angeles Community College District (LACCD) is committed to a procurement process that fosters fair and open competition, meets the highest ethical standards and enjoys the complete confidence of the public. To achieve these important public purposes, the LACCD adopts this Vendor Code of Conduct (Code).

B. SCOPE

This Vendor Code of Conduct is applicable to all Vendors, as that term is defined below, involved in the procurement process of the LACCD Bond program referred to as BuildLACCD for the award or performance of contracts for goods, services, public works and miscellaneous procurements.

C. DEFINITIONS

As used in this Code, the following terms have the following meanings:

1. **"LACCD"** or **"District"** means the Los Angeles Community College District and any of its nine colleges and satellite centers including: Los Angeles Trade Technical College; West Los Angeles College; East Los Angeles College; Pierce College; Valley College; Los Angeles Mission College; Los Angeles City College; Los Angeles Southwest College, Los Angeles Harbor College, Van De Kamp Innovation Center, Corporate Center and Southgate Center.
2. **"BuildLACCD"** means LACCD's Bond funded construction program managed by a contracted Program Manager.
3. **"Program Manager"** means the firm, and its direct subcontractors, hired by the District to manage BuildLACCD.
4. **"Program Management Office" (PMO)** means the employees of the Program Manager as well as all persons hired through task orders from the staff augmentation contracts to work at the PMO or as part of individual College Project Teams.
5. **"Vendor"** means any individual or entity seeking to or doing business with the District through BuildLACCD including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing,

as well as any subcontractors, subconsultants and sub-suppliers at all lower tiers.

6. **"Primary Contracting Party"** means the Vendor who intends to directly enter into or has a contract with the District through BuildLACCD.
7. **"Gift"** means any item having more than truly nominal value, as in an amount up to \$500 for a single gift or gifts given in a calendar year by a single vendor as set forth by the CA Fair Political Practices Act, including, without limitation, money, services, loans, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward any individual or entity.
8. **"Immediate Family"** means a spouse, children, parents, brothers and sisters.
9. **"Point of Contact"** means the individual designated to be a Vendor's only contact with the District or the PMO following the public advertisement of a solicitation until the award of a resulting contract.
10. **"Prohibited Contact"** means contact with any officer or other employee of the District or the PMO, other than the Point of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of the procurement. This prohibition includes, without limitation, personal meetings, telephonic communications, letters, faxes, texts, e-mails, or any other form of electronic communication. This prohibition does not include contacts with District employees or PMO staff solely for the purpose of discussing existing on-going work unrelated to the subject of the solicitation. Inquiries regarding the status of a procurement, while not Prohibited Contacts for purposes of this Vendor Code of Conduct, should also be directed to the Point of Contact.
11. **"Staff"** means any employee of the District or staff contracted to work in BuildLACCD, which includes the PMO, CPT and other staff hired through personnel augmentation contracts and/or task orders to Build-LACCD .

D. LIMITATIONS ON CONTACT WITH THE DISTRICT

1. The PMO will identify the Point of Contact for each solicitation issued.
2. Once the Point of Contact is established, neither the Vendor nor any person or entity acting on the Vendor's behalf, including, without limitation, those providing compensated or uncompensated lobbying,

advocacy, consulting or other service, may make a Prohibited Contact, provided that such contact will not be prohibited if specifically authorized by the Point of Contact in furtherance of the procurement process.

3. Any communication, including, telephonic communications, letters, faxes, texts, e-mails, or any other form of electronic communication, must only through the Point of Contact. Any outside communication will be investigated.
4. Each Vendor shall direct every individual or entity retained, employed, designated by or acting for or on behalf of the Vendor to attempt to influence the procurement process with the District, to limit their contacts with the District concerning specific procurement actions to the PMO's designated Point of Contact for that procurement.

E. NON-COLLUSION

1. The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any other competing Vendor for the purpose of restricting competition.
2. Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any other competing Vendor prior to the closing date for bids or proposals.
3. The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

F. NO GIFTS OR CONTINGENT FEES

No bidder, proposer, vendor or contractor or any of their employees, consultants or proposed subcontractors shall offer, give, or promise to offer or give, directly or indirectly, any gift to any LACCD Board Member, LACCD District employee or BuildLACCD staff (including persons employed and/or contracted with PMO/BuildLACCD) as influence, inducement or consideration to qualify or to obtain contract award in any procurement for materials, supplies, equipment or services. A gift means the transfer, without equivalent consideration, of anything or benefit, tangible or intangible, having more than nominal value, including, but not limited to, loans, forbearance, services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, promises, tickets to entertainment or

sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. If any bidder, proposer or contractor is evidenced to have obtained such qualification or award as a result of such prohibited gift(s), such qualification or award may be immediately cancelled and could result in the bidder, proposer or contractor being disqualified from the procurement process and/or debarred from future procurement opportunities with the LACCD.

1. Notwithstanding the foregoing, if a Vendor has a family member or personal relationship with Staff, a gift, that is unconnected with the Staff's duties at the District or PMO and/or any procurement selection process, is not necessarily prohibited. In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered: (a) the history of the relationship between the donor and the recipient; (b) whether the item was purchased by the donor; and (c) whether the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client. However, regardless of the family or personal relationship between a Vendor and an Staff, a Gift is strictly forbidden when it is being given under circumstances where it can reasonably be inferred that it was intended to influence Staff in the performance of his or her official duties.
2. The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a District contract upon any agreement or understanding of a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

G. CERTIFICATION

1. Every bid or proposal made to and every contract with the District/BuildLACCD must contain a certification that no individual or entity has been or will be offered or given any Gift in connection with such bid or contract and that no conflicts of interest exist.
2. Additionally, as a condition of being considered for the award of any contract with BuildLACCD, the Primary Contracting Party will be required to submit with its bid or proposal and include in its contract a further certification executed by an officer of that Party. This certification must attest that the Primary Contracting Party and all

officers and personnel who may interact or have interacted with the District or PMO during the course of the procurement or contract have been provided with a copy of this Vendor Code of Conduct.

3. The Primary Contracting Party will obtain similar certifications from all its lower-tier subcontractors, subconsultants and suppliers, as well as from any other subcontractors, subconsultants and suppliers from whom that Party is soliciting or has received proposals for work on a BuildLACCD contract. Receipt and retention of lower-tier certifications by the Primary Contracting Party shall be subject to audit by the District.

H. PENALTIES

For violation of any provision of this Vendor Code of Conduct, the District may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible, disqualified from competition, debarred, or in material breach of the contract.

I. REPORTING OBLIGATION

1. Notwithstanding the provisions of Paragraph D ("Limitation on Contact with the District") above relating to Contact, the Vendor is obligated to immediately report to the PMO or Bond Program Monitor any and all requests for a Gift made to the Vendor by any officer, LACCD Employee or Staff.
2. The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to the District and PMO, including but not limited to disclosure of conflicts of interest.

RFP ATTACHMENT NO. 9

NONCOLLUSION DECLARATION

THE UNDERSIGNED DECLARES:

I am the _____ of _____, the party or proposer ("Proposer") submitting the proposal ("Proposal") that is being submitted with this declaration.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. 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 fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. 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, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

[NAME OF PROPOSER]

[Signature of Proposer (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

RFP ATTACHMENT NO. 10

NON-DISCRIMINATION CERTIFICATION

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 20__.

Date: _____

[NAME OF PROPOSER]

[Signature of Proposer (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

RFP ATTACHMENT NO. 11

AUTHORIZATION TO RELEASE INFORMATION

The undersigned Proposer hereby authorizes and consents to the District obtaining information from third parties, including, but not limited to any individual(s) or individual representative(s) of any firm(s), entity(ies) or organization(s) listed in the Proposal, for the purpose of verifying the information provided by the Proposer or for any other purpose related to the evaluation of Proposer's qualifications. Proposer recognizes that to ensure the effectiveness of the RFP process, such individuals must be able to speak frankly and openly. Accordingly, Proposer hereby fully and unconditionally releases and discharges such third parties, and the firms, entities and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the District in connection with the processing, investigation, and evaluation by District of the Proposer's Proposal.

Name of Proposer

Signature

Name and Title

Date

RFP ATTACHMENT NO. 12

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF _____

I have read the Proposal (including, without limitation all attached or accompanying pages) titled _____ submitted by _____ [name of Proposer] to which this Verification is attached or with which this Verification is being submitted ("Proposal") and know its/their contents.

The matters stated in the Proposal are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

I am an _____ officer, _____ a partner, ___ a member, ___ sole proprietor of _____, a _____, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

Executed on _____ (date), at _____ (city),
California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Print Name)

(Signature)

RFP ATTACHMENT NO. 13

CONSENT TO BACKGROUND INVESTIGATION

I, _____, the undersigned (“Signer”), hereby freely and voluntarily consent to the performance of a background investigation of Signer by Los Angeles Community College District (“District”) and/or _____ (“_____”) in connection with District’s consideration and evaluation of _____ (“Proposer”) to serve as Bond Program Monitor for the District. In giving such consent, and recognizing that the District may be relying upon this Consent to Background Investigation (“Consent”) in making or denying an award of the Contract to Proposer, the undersigned hereby confirms the following facts to be true and accurate:

1. I am aware that the background investigation will be made by the District and/or _____:

	LACCD
	Procurement Unit
	770 Wilshire Blvd. Fl. 6
	Los Angeles, CA 90017
Attention: _____	Attention: Jason P. Cascio
(____) _____	(213) 891-2052
	www.laccd.edu

2. I acknowledge that I have the right to request the District and/or _____ to provide me with a copy of the report and to make its files regarding me available for inspection.

3. I have received, read in full, and understand the nature and scope of the background investigation that the District and/or _____ intend to conduct as described in Request for Proposal No. 24-08 (“RFP”), including, without limitation, the areas and subject matters disclosed in the RFP into which investigation may be made by _____ and/or District into the background of Signer, including certain information relating to assets held by the Signer or his/her spouse.

4. I am aware that the investigative consumer report may contain information regarding MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS AND MODE OF LIVING.

5. I authorize the District to use my consumer credit report in making or denying an award of the Contract to Proposer for a position that involves access to confidential or proprietary information.

6. Any person or entity, including past employers, public records repositories, educational institutions, and others, may rely upon this Consent and provide records or information requested by _____ or the District. The District, _____, and all such persons or entities, and each of their trustees, directors, officers, employees,

RFP ATTACHMENT NO. 13

representatives, attorneys, and consultants, are hereby fully and unconditionally released from liability to the Signer and his/her heirs, executors, assigns, and administrators, on account of any and all claims, actions, loss, or damage, of any kind whatsoever, that any of them may experience or suffer in connection with the conduct of, or the release of information obtained from, the background investigations conducted by District and/or _____. Signer further agrees to indemnify District and its trustees, directors, officers, employees, representatives, and consultants against any claims, losses, or damages that may be asserted against them by reason of or resulting from the conduct of, or the release of information obtained from, such background investigations.

7. I authorize _____ to provide any reports generated by the background investigation to the District and its trustees, officials, employees, directors, officers, and representatives, as well as to any other consultant or attorney involved in the procurement that is the subject of the RFP.

8. I have reviewed all information that Proposer has provided to the District in its Proposal prepared and submitted in response to the RFP, and in particular the information required to be submitted under the provisions of Part 4 of Attachment No. 3 - "Proposal Requirements and Evaluation Criteria," and recognizing that any misrepresentation or material omission made therein may be sufficient cause for the Proposer to be denied an award of the Contract, affirm and verify that such information is complete and accurate and that Proposer was and is authorized to provide such information to District and _____.

9. I understand that if Proposer is selected to receive and does receive award of the Contract and for so long as Signer continues to perform any services in connection with Proposer's services as Bond Program Monitor that additional or repeat background investigations may be conducted by the District and/or _____. Signer agrees in such event to cooperate with the District and/or _____ in its performance of such background investigations, including providing information that may be requested by the District and/or _____ to assist in such investigations, and that the provisions of this Consent, including, without limitation, any releases contained herein, shall apply to all such investigations.

10. This Consent, in original, faxed, photocopied, or electronic form, is valid for any background investigations conducted by the District and/or _____ in connection with the procurement that is the subject of the RFP, as well as for any additional or repeat background investigations conducted by the District and/or _____ that may be conducted in the event that the Proposer is awarded the Contract.

11. I understand that any or all information generated from the background investigation constitutes a public record subject to review by any member of the public upon request to the District made in accordance with applicable law.

RFP ATTACHMENT NO. 13

I consent to the District and/or _____ conducting a background investigation.

(Print Signer's name)

Date: _____

(Signer's Signature)

**ELECTION TO RECEIVE/NOT RECEIVE
COPY OF BACKGROUND INVESTIGATION REPORT**

____ I wish to receive a copy of any background investigation report that is prepared. I understand that a copy of the report will be provided to me within three (3) business days of receipt of the background investigation report by Los Angeles Community College District.

____ I do **NOT** wish to receive a copy of any background investigation report that is prepared.

(Print Signer's name)

Date: _____

(Signer's Signature)

RFP ATTACHMENT NO. 14

PP-04-09 BID PROTESTS AND APPEALS

I. OVERVIEW

It is the intent of the District to provide an efficient administrative process to bidders and proposers (including in the District's Bond Program) that have participated in a competitive procurement process and believe that the intended award of a contract does not comply with the procurement's terms, conditions, and/or applicable law.

This section also establishes the rules and procedures for vendors and/or suppliers to protest a recommended award resulting from requests for quotes, requests for qualifications, invitations for bids, requests for proposals and other formal procurements. (This section does not apply to non-competitive or informal purchases.) Bidders, proposers, vendors and suppliers are collectively referred to hereinafter as "Bidders."

The District previously had separate procedures for protests relating to Bond Program procurements and for non-Bond Program purchases. This procedure replaces both prior procedures, providing a single process for general procurements above the statutory bid threshold and for contracts procured through the Bond Program.

These procedures extend to bids that are deemed non-responsive and Bidders that are deemed to be non-responsive. Different rules and procedures apply to procurements below and above the statutory bid threshold.

Since most procurements below the statutory bid threshold are delegated to the colleges and procurement regions and are transacted informally, the corresponding protest procedures are abbreviated and college-based. Because procurements equal to or above the bid threshold are transacted in a more formal manner, with resulting contracts requiring approval from the Board of Trustees prior to award, the protest process is correspondingly more formal.

Compliance with these protest procedures is mandatory for all challenges to District awards. Bidders who do not strictly follow these procedures waive any right to challenge the contract award.

II. PROCESS

A. Procurements and purchases above statutory bid threshold

1. Application

This section applies to solicitations that are either (1) estimated to equal or exceed the statutory bid threshold or (2) issued by the Bond Program (Measures A, AA, and Measures J, CC, and LA)

2. Filing of protest

A Bidder that has timely submitted a bid to the District under a solicitation and wishes to file a protest against an intended award shall comply with the following:

- a. Submit the protest in writing:

Valencia M. Moffett
Director of Business Services or designee
Los Angeles Community College District
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017

- b. Protests must be received by the District within five (5) business days of notification to the Bidder in writing of any of the following: 1) of the proposed award 2) that the bid is nonresponsive 3) that the bidder has been determined to be non-responsible or 4) that the bid has or will otherwise be rejected, whichever occurs earlier. In the event that there is no notification then the protest must be submitted within five

(5) business days prior to the Board's action approving the award.

- (i) If District staff determines or intends to recommend that the Board determine a Bidder to be not responsible, then the Bidder shall be given written notice containing the reason(s) for the proposed non-responsibility finding prior to the award of the contract. If a bidder submits a protest of such a proposed non-responsibility finding and requests a hearing on the Bidder's responsibility, it must be submitted within five (5) business days of such notice. District staff shall review any such protest and if a hearing is required, it shall be subject to the hearing procedures set forth in District Administrative Regulation B-29.

- c. The protest must state in writing the basis for the protest, all facts and information in support thereof, and the remedy sought. The protest must be signed under penalty of perjury under the laws of the State of California, and be accompanied by any documents that support the basis of the protest.
- d. The protest must include the e-mail address where further correspondence and notice regarding the protest shall be sent.

3. Initial action on protest

- a. The Chief Facilities Executive or Director of Business Services (whichever is applicable to the procurement) must take one of the following actions within ten (10) business days of timely receipt of a protest:
 - (i) Cancel the notice of intended award and refer the matter back the unit handling the procurement for further action;
 - (ii) Cancel the procurement; or
 - (iii) Reject the protest.
- b. Unless the Chief Facilities Executive or Director of Business Services extends to the time to take action, a failure to act within the time shall be deemed a rejection of the protest at the close of business on the tenth business day.
- c. The Chief Facilities Executive or Director of Business Services may, but shall not be obligated to, request additional information from the protestor or request a response or information from the intended awardee prior to taking action on the protest, in which case the time for acting on the protest shall be extended to ten (10) business days from receipt of the requested information.

4. Appeal

- a. If the action is to reject the protest, the protestor may file a written appeal within three (3) business days from notice of the rejection or the failure to take action on the protest. The appeal must be filed at the same location as the initial protest, and must clearly reference the underlying protest and the request for an appeal hearing.

- b. At any time prior to the appeal hearing, the Chancellor may cancel the notice of intended award or refer the matter back the unit handling the solicitation for further proceedings or cancel the solicitation.

5. Appeal hearing

- a. Notice of the hearing date and time and place of the appeal shall be given in writing within fifteen (15) business days from the date of receipt by the District of a timely written appeal. The hearing shall occur no earlier than five (5) business days after the date that notice of the hearing is given.
- b. The intended awardee shall also be given notice of the hearing and a copy of the protest and shall have the opportunity to attend the hearing and to submit evidence prior to or at the hearing.
- c. The hearing shall be set before either (1) a designated hearing officer, or (2) a standing committee or subcommittee of the Board (“Hearing Officer”). The designation of the Hearing Officer is within the discretion of the Chancellor.
- d. All evidence and testimony supporting the protest and appeal shall be provided at the hearing. The Hearing Officershall make a determination, which shall be forwarded to the Board.
- e. The Board may uphold or reject the protest or take any other action, in its sole discretion. The Board shall take action within 30 days of receiving the Hearing Officer’sdetermination.

B. Procurements below statutory bid threshold

1. Filing of protest

A Bidder that has submitted a quote or proposal to a college for an amount less than the statutory bid threshold who desires to protest an award must file a protest in writing to the Vice President of Administrative Services (“Vice President”) of the college to issue the procurement. The protest must be submitted within five (5) business days of notification of the proposed award, and the protest must state the basis for the protest and the remedy sought, and contain any documentation supporting the protest. If no notification of proposed award is given, then the protest must be submitted within five (5) business days of the award. The protest must be signed under penalty of perjury under the laws of the State of California.

Upon receipt of a protest, the Vice President will:

- a. Notify the bidder recommended for award about the protest by providing a copy of the protest; and
- b. Invite such bidder to submit to the Vice President and the protestor, within five (5) business days of receipt of the bid protest, any information in support of the award.

2. Determination of protest

The Vice President may deny or uphold the protest by issuing a written determination to the protestor and the proposed awardee. Alternatively, the Vice President may declare the college's intention to: (a) award to another supplier; (b) cancel the solicitation; or (c) take any other action that is appropriate and/or required by applicable law. An action to cancel the solicitation or otherwise not award the contract will be deemed final and not subject to appeal.

3. Appeal

The protestor may, within five (5) business days of notice, appeal the decision in writing to the President of the college to whom the bid was submitted. The appeal shall include the same information as required for the original protest. The determination of the appeal will be handled in the same manner as the protest. The College President's decision on the appeal will be conveyed in writing and shall be final.

4. District Office transactions

If the protested transaction is for the District Office, the initial protest described above will be directed to the Director of Business Services and the appeal will be to the Deputy Chancellor, whose decision in the matter will be final. In the event the Deputy Chancellor position is vacant, the Chancellor may designate an alternate to handle the appeal. The procedures in this section shall also govern the timing and determination of the protest.

III. TERMS AND CONDITIONS

1. Compliance with these protest procedures is mandatory and is a condition precedent to the filing of any court action. A protestor's failure to raise an issue or basis for relief in the protest process shall be deemed a failure to exhaust its administrative remedies on that issue.
2. The filing of a California Public Records Act request will not extend the five (5) business day deadline within which a protest must be filed.

3. The filing of a protest will not automatically suspend an award. The District retains its discretion to move forward with the intended award as permitted by law. The District may, nonetheless, choose to suspend an intended award while a protest is pending.
4. Any protest filed after the required deadline will not be considered, except in the District's sole discretion.
5. The District may in its sole discretion, but is not obligated to, notify any other Bidders about the institution of protest proceedings and/or allow any other Bidders to participate in the protest proceedings. Notification to a Bidder, or a Bidder's actual participation in protest proceedings, shall not constitute a waiver of the District's right to raise the defense that the Bidder failed to exhaust its administrative remedies by not filing a timely protest/appeal or otherwise complying with this procedure.
6. If any other public entity and/or authority provides funding to a specific procurement subject to this procedure, and mandates protest procedures different from those stated herein as a condition for providing such funding, then these Procedures may be modified to include such requirements, subject to the sole discretion of the District.
7. A true and accurate summary of the rules and procedures for filing a protest as described herein should be included in full or by reference in all requests for bids or requests for proposals and if not, is hereby deemed incorporated therein by reference.