



REQUEST FOR PROPOSAL (RFP)

NO. 21-06

DISTRICTWIDE MARKETING AND ADVERTISING SERVICES

SCHEDULE	
RFP Posted	July 26, 2021
Questions regarding this RFP by 2:00 P.M.	August 9, 2021
Questions and answers posted to web	August 13, 2021
Proposal Response Due by 2: 00 pm PST	August 20, 2021
Presentation/Interview(s)	September 13, 2021
Tentative Award Date	September 17, 2021
Board Date for Approval	October 6, 2021



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1 INTRODUCTION

1.1 Purpose of RFP

The Los Angeles Community College District (“District” or “LACCD”), is seeking to retain at least one full-service creative marketing and advertising agency through the award of a two-year agreement with three, one-year options to extend the agreement.

The selected firm or agency will assist the District and its nine colleges to achieve a sustained, year-round marketing, advertising, public awareness and branding campaign to promote LACCD and its nine colleges, collectively and individually, for overall awareness; image enhancement; enrollment and recruitment advertising and outreach; financial aid application information; the Los Angeles College Promise program; niche program promotions (including Strong Workforce, Career Education and Adult Education) and other specialty needs, including, but not limited to events such as graduations, public meetings, and other activities as determined by LACCD and its colleges.

These campaigns are anticipated to contribute to measurable increases in enrollments for the District and its colleges in accordance with the established goals outlined in the District’s five-year [Strategic Plan](http://www.laccd.edu/Departments/EPIE/PlanningAccreditation/Documents/2018-2023%20LACCD%20District%20Strategic%20Plan.pdf), <http://www.laccd.edu/Departments/EPIE/PlanningAccreditation/Documents/2018-2023%20LACCD%20District%20Strategic%20Plan.pdf> and in ongoing enrollment management plans for LACCD. This Request for Proposals (RFP) sets forth the District’s requirements in detail. All responses should be submitted in accordance with the terms and conditions included in this RFP.

The District does not guarantee any specific dollar volume of business with the successful proposer(s) as a result of awarding any contract(s) based on this RFP. Rather, the contract(s) will be based on an approved initial “not to exceed” annual expenditure (to be determined) as approved by the LACCD Board of Trustees. The “not to exceed” limits can be adjusted higher if a demonstrated need occurs.

An annual evaluation will occur by LACCD to assess performance and outcomes by the provider(s) regarding the quality and effectiveness of the services and materials provided. As the end of the original two-year contract term nears, the District will determine, at its discretion, the potential exercise of the option years.



1.2 About the District

LACCD was established in 1969 and today is one of the largest community college districts in California and is governed by an elected, seven-member Board of Trustees, who serve four-year terms.

LACCD serves a highly diverse, multi-racial and multi-lingual geopolitical area of several million people over about 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 Western Association of Schools and Colleges.

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](#). The nine colleges range in size from about 22 acres (Los Angeles Trade-Technical College) to more than 450 acres (Los Angeles Pierce College). Some of the colleges, like Trade-Technical, 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 [2020-2021 Fiscal Year budget](#) from all funds and sources is \$5.4 billion, of which nearly \$4 billion is for the District’s capital improvement and construction program, “BuildLACCD.” <http://laccd.edu/Departments/CFO/budget/Documents/2020-2021%20Final%20Budget.pdf>

The District employs more than 10,000 full-and part-time personnel and serves, on average about 230,000 full-and part-time students annually. More information about the District and its colleges can be found online at: <http://laccd.edu/Pages/default.aspx>



A breakdown of student demographic information can be found online at:
<http://laccd.edu/Departments/EPIE/Research/Pages/Enrollment-Trends.aspx>
[Student Enrollment Information \(YEAR\) includes:](#)

2 GENERAL GOALS AND SCOPE OF SERVICES

2.1 General Goals

Currently, the LACCD is concluding a two-year, districtwide contract for marketing and advertising services effective at the end of September 2021. The first contract sought to establish baseline, district campaigns for enrollment marketing and advertising; streamline procurement processes for the District and colleges for marketing and advertising; reduce redundancies and increase efficiencies by using a centralized agency of record for leveraged advertising and media buys to collectively benefit the District and nine colleges.

This new RFP and agreement are being pursued by the District to sustain, improve and expand upon those efforts during the first contract while also allowing the colleges to leverage these services in collaboration with existing vendors for customized efforts for their own unique needs. The District is seeking to award a professional services contract to a qualified firm with a minimum of five (5) years of experience in providing Marketing and Advertising Services to a large organization.

The LACCD welcomes a diverse pool of proposers to respond to the Request for Proposal as outlined below in the Scope of Services Section. This includes those firms that have received LGBTQIA certification by recognized municipal agencies.

2.2 Scope of Services

The scope of services will include all marketing and advertising services, from beginning to end, including defining the vision and intended outcomes, collaborative design development, storyboard conceptions and development, identifying marketing platforms, the approval process, placements, real-time benchmarking, tracking, key performance indicators, and post-campaign reports and analysis for districtwide and college-specific needs. This can include all full-service related areas, including, for example, creative digital and print materials, mass mailings, digital photography, videography, assistance with public information or public service announcements, special events or graduations—and all other related activities, events, programs or efforts by the colleges and the District which can be identified for use in potential marketing and advertising campaigns.



In consultation and in collaboration with the District's Director of Communications & External Relations, the members of the District's Team of Public Information Officers and Public Relations Managers (or designees); the Chancellor's Cabinet (District executives and nine college presidents) as well as other District/college officials as appropriate, the selected firm shall:

- A. Collaboratively develop and implement a comprehensive, sustained multi-year, multi-lingual marketing, advertising, outreach and enrollment campaign across multiple mediums and collateral materials specific to enrollment; brand awareness for the colleges and the District; the L.A. College Promise program, and student completion of all federal Free Application for Federal Student Aid (FAFSA) and California financial aid applications/forms.
- B. Include as part of the campaign semester deadlines, detailing all district- and campus-wide campaigns, establishing multiple options for review and feedback at the district and college-level, and agreed-upon timelines and meeting schedules to ensure frequent and transparent communications.
- C. Provide bilingual campaign and outreach materials (English and Spanish) and other languages as identified and needed to reflect the diversity and interests of the LACCD community.
- D. Build/create, purchase and benchmark/track Google ads and/or other pay-per-click campaigns and Search Engine Optimization campaigns.
- E. Build/create, produce and benchmark/track multi-platform "nudging" campaigns and reminders for enrollment
- F. Build/create, purchase and benchmark/track comprehensive social media platform advertising to variety of age levels, interests and audiences as defined by the District and the colleges. Social media includes, but not limited to, Facebook, Twitter, Instagram, YouTube, LinkedIn, TikTok, Snap and WeChat
- G. Produce and buy on behalf of the District and the colleges full format broadcast and video materials for radio, television, web, Internet, movie theaters, and social media ads, when appropriate; in both English and foreign languages as appropriate, including all production, (including pre- and post-production)
- H. Develop and buy print advertising, including English and foreign languages as appropriate.
- I. Buy other online advertising, broadcast or social media products, such as Pandora, Spotify or other such over-the-air, cable, web streaming and internet-based marketing when appropriate.



- J. Produce and buy outdoor advertising, such as bus ads, bus stop ads, outdoor billboards, kiosks at local malls and other such advertising known as “outdoor advertising,” when appropriate.
- K. Create and buy radio and television ads, as well as social media campaigns, and associated with the above messaging on an as-needed basis. Create corresponding print/graphical elements on an as-needed basis.
- L. Create and provide targeted and tracked analytics and key performance indicators from the above-mentioned products on a monthly basis to be provided to the District and the colleges.
- M. Provide real-time analytics, key performance indicators and recommended adjustments to on-going campaigns.
- N. Provide full service digital media, video and photographic production services for a variety of events and activities, including pre- and post-production services in studio settings as well as field assignments or on-location production to all modern mainstream broadcasting quality and social media / online formats
- O. Provide for live online streaming or live-to-tape broadcasting of events, meetings and other activities, including simultaneous broadcasts on multiple social media or online platforms
- P. Provide for music licensing and/or artistic materials licensing as needed for all content
- Q. Provide all content as required in keeping with ADA requirements, including closed caption in multiple languages
- R. Develop and secure a variety of special public events; personal appearances by key LACCD officials and/or news media events/activities for earned media opportunities that enhance paid media.
- S. Work with the District to set up budgeting as an “open PO” and charges will be made appropriately against the approved annual expenditure for this contract.
- T. Provide a clearly established process to work with established, preferred vendors/third-party vendors

NOTE: All proposals must clearly identify any commission costs, mark-ups, agency fees/percentages for the firm’s role in purchasing paid advertising or media on behalf of the District and the colleges. This would include fees charged to the District and the colleges as well as agency rates received from media buys.



2.3 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of two (2) years. The contract may be renewed for up to three (3) additional one (1) year terms for a maximum of five (5) years, upon mutual consent of the parties or unless terminated earlier in accordance with the provisions specified in District's Standard Agreement.

3 PROPOSAL EVALUATION AND CRITERIA

3.1 Evaluation Process

A Screening and Evaluation Panel consisting of LACCD staff and/or outside associates will review, analyze, and evaluate all proposals received. Reference checks of the top four (4) firms will be conducted by the Evaluation Panel. After-which, the Panel may then conduct interviews of the top four most-highly rated proposers. Please see evaluation criteria listed in Section 3.2.

At the approval of the Selection Committee, a recommendation for award(s) will be made to a qualified firm and the proposed contract with the selected firm will be submitted to LACCD's Board of Trustees for approval. The contract will be executed and notice to proceed will be issued after Board approval.

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

3.2 Evaluation Criteria for Written Proposals

Proposals will be evaluated in accordance with your response to the criteria outlined in Section 2, Scope of Services. Specifically, scores will be granted based upon the criteria listed in the below chart. As noted, ten points will also be provided based on the vendor's self-certification of being a Small, Local Emerging, Disabled Veteran Business Certification (SLEDV).



By use of numerical scoring techniques, proposals will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale, as listed below.

CRITERIA FOR WRITTEN PROPOSAL SCORING	Relative Weight
Qualifications, technical expertise, references of firm/proposer, and presentation of ability to carry out the Scope of Work as described in this RFP	25
Proposed Staffing, Project Organization & Work Plan	15
Examples/proof of completed work, including examples of prior similar campaigns and demonstration of results or return on investment	25
Clear demonstration, with examples, of working in and understanding of the diverse Southern California media market and in higher education	15
Price, Fees, and Overall Quality and Organization of Proposal Submitted	10
Small, Local, Emerging Disabled, Veteran Business Certification (SLEDV)	10
TOTAL	100 Pts.

3.3 Evaluation Criteria for Interviews / Presentations

3.3.1 If interviews / presentations are conducted, these will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale, as listed below.



CRITERIA FOR INTERVIEW / PRESENTATION	Relative Weight
Presentation (including responses to scripted questions, if any)	30
Overall Communication / Interpersonal Skills	20
Overall Demonstrated Knowledge and presentation of work samples	30
Overall Performance	20
Total Possible Points	100 Pts.

3.4 Contract Award

It is the intent of the District to award a contract as the result of this RFP to the highest ranked proposer(s). This may lead to one vendor being awarded a single contract or multiple vendors awarded at the LACCD’s discretion. However, the District reserves the right to apportion the requirements of this RFP among multiple contractors or to apportion all the services described in this RFP to a single vendor if this is determined to be in its best interests. The District reserves the sole right to make this determination.

In the event there is a tie-score among one or more proposals, the District can conduct a second interview, which proposers will answer a pre-selected interview question that has been sealed and kept with the Procurement Staff. The Selection Committee will rank the responses and the highest-ranked Proposal would break the tie. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees.

Award, if made, is expected in September

4 GENERAL INFORMATION AND GUIDELINES

4.1 District Contact Person

**Andrea Daniel, Procurement Specialist
 Los Angeles Community College District**



Procurement Unit 6th Floor
770 Wilshire Boulevard
Los Angeles, California 90017-3719
TEL: 213.891.2301
email: danielar2@laccd.edu

4.2 Internet Access To This RFP

All materials related to the RFP will be available on the internet [here](#):

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

A Proposer who chooses to download a RFP solicitation will be responsible for checking the aforementioned web site for clarifications and/or addenda.

Failure to obtain clarifications and/or addenda from the website shall not relieve Proposer from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. **Please Note:** there may be multiple clarifications and/or addenda. Any harm to the Proposer resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Proposers are responsible for obtaining all RFP materials.

4.3 Unauthorized Communications

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

4.4 Interested Parties

Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more than one Proposal. For purposes of this paragraph,



“interested in” means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

4.5 Proposer Clarifications

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

4.6 False Information

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

4.7 District Confirmation

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

4.8 No Joint Offers Accepted

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, “DISTRICT” intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime- subcontractor basis, rather



than as a joint venture or informal team. The firm acting as the “prime”, if it receives the Award, will enter into the Agreement with the District.

4.9 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.

4.10 RFP Addenda

If it becomes necessary for “DISTRICT” to revise any part of this RFP or to provide clarification or additional information after the proposal documents are released, written addenda will be posted at the following website address:

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

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

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

4.11 Interpretation of Documents

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



the proposal documents to any Proposer, and no Proposer is authorized to rely on any such unauthorized oral interpretation.

4.12 Withdrawal/Proposal Irrevocable for 180 Days

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for one hundred and eighty (180) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

4.13 Exemption From Disclosure

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the LACCD. All proposals submitted will become the property of the LACCD. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that "the vendor agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

4.14 Pre-Contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the Proposer to:
(1) Prepare its proposal in response to this RFP; (2) Submit that proposal to "DISTRICT";
(3) Negotiate with "DISTRICT" on any matters related to this RFP, including a possible



contract; and (4) Engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. "DISTRICT" shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.

4.15 Ownership

All reports, documents, proposals and undertakings, as well as suggested recommendations by the vendor in connection with services to be performed pursuant to this request or any contract resulting here from, become the property of LACCD upon receipt and/or termination of any subsequent contract.

4.16 Subcontractors

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

4.17 Immaterial Defect in Proposal

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

4.18 Oral Communications

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

4.19 RFP As Part of Final Contract

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



4.20 Proposed Contract

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for professional services presented in Exhibit F of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any. **Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.** Proposers may include special terms and conditions for these services as appropriate; however, they must comply with Article IV, Section T below for consideration. It is the District's sole right and privilege to disregard any suggested language provided by proposers included in their response. By responding to this RFP, proposers warrant that they have taken any and all costs and/or risk and liability associated with the Standard Form Agreement into account in their price proposals.

4.21 Exceptions / Deviations

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

Proposals that mandate the use of vendor standard services contract, rather than utilizing the District's standard services contract will result in that vendor's proposal being judged non-responsive and these proposals will be rejected.

Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

Section 5 - Term of Agreement



Section 16 - Governing Law

Section 17 - Non-Discrimination

Section 20 - Board Authorization

Section 25 - Requirements for Federally-Funded Contracts

Section 26 - Family Educational Rights Privacy Act (FERPA)

Section 27 - Accessibility Requirements

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

Exceptions or deviations which are in conflict with the District's terms and conditions may render the proposal non-responsive. In the event that exceptions and deviations to the Professional Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

4.22 No Commitment to Award

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

4.23 No Agreement Until Signed

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

4.24 News Releases

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



4.25 Use of District Employees' Names

The successful Proposer must agree not to use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.

4.26 Adjustments to Contract

All adjustments shall be proposed in writing by the District for approval prior to becoming effective. All required contract amendment(s) shall be issued by the District.

4.27 Contractor Evaluation

Contractors (and its subcontractors, if applicable) will be evaluated periodically regarding their performance.

4.28 Termination or Cancellation

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

4.29 Protests

Any Proposer that has provided a proposal to the District may protest the solicitation or award of a contract for violations of "DISTRICT'S" procurement policies or of laws and regulations governing "DISTRICT'S" procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals.

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

Protests received by "DISTRICT" after this date will be returned to the sender.

Valencia Moffett, Director of Business Services
Los Angeles Community College District
770 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017



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

4.30 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.

5 INSTRUCTIONS AND GENERAL CONDITIONS

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

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

5.1 RFP Schedule

ITEM	DATE
RFP Posted	July 26, 2021
RFP Question(s) from Proposers Due by 2:00 pm PST	August 9, 2021
Questions and answers posted to web	August 13, 2021
Proposal Submission Due by 2:00 pm PST	August 20, 2021
Presentation/Interview(s)	September 13, 2021
Tentative Award Date	September 17, 2021
Board Date for Approval	October 6, 2021



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 the date in the RFP Schedule, shall mean the RFP Schedule as so adjusted.

5.2 Questions From Proposers Regarding this RFP

Questions are to be submitted in writing by email to Andrea Daniel, at email address: danielar2@laccd.edu no later than **2:00 P.M. PST, on August 9, 2021** with subject, "Questions for RFP No. 21-06 Districtwide Marketing and Advertising Services". Proposers are instructed not to contact District Personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer. Written responses from the District will be posted on the Districts [website](#):

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

5.3 Proposal Submission

The proposer shall submit to the District one (1) **printed original and seven (7) copies of its proposal, together with one (1) copy of a USB drive containing an electronic version of the proposal in Microsoft Word format (creative work samples can be in PDF format), addressing each of the items in this RFP and must be received by the District** no later than **2:00 P.M. Friday, August 20, 2021**. Proposals are to be enclosed in a sealed package displaying the proposer's name and the words: "**PROPOSAL RESPONDING TO RFP 21-06: DISTRICT-WIDE MARKETING AND ADVERTISING SERVICES**"

Submittals not conforming to the specifications of this RFP may be deemed non-responsive or result in points being deducted during evaluation.

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

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking.



District does not provide parking accommodations to proposers submitting proposals.

The District shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

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

All proposals must be firm offers subject to acceptance by "DISTRICT" and may not be withdrawn for a period of 120 calendar days following the Proposal Submission Deadline. Proposals may not be amended once submitted to "DISTRICT", except as permitted by "DISTRICT."

Mail or deliver proposals to:

Los Angeles Community College District
Procurement Unit 6th Floor
Attn: Andrea Daniel
770 Wilshire Boulevard
Los Angeles, California 90017-3719
TEL: 213.891.2301
email: danielar2@laccd.edu

5.4 Interviews/Presentations

The District **may** conduct interviews of the four highest ranked vendors. Representatives must be available for interviews and/or presentations at District facilities or via Zoom on **Monday, September 13, 2021**

6 PROPOSAL FORMAT AND CONTENT

6.1 General

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content. This RFP and the successful proposal may become a



part of any contract that is executed as a result of this RFP. Any proposal attachments, documents, letters and materials submitted by the proposer will be binding and may also be included as part of the contract.

6.2 Proposal Format

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

6.3 Transmittal Letter/Introduction

The letter of transmittal shall include the first 6 bullet points and be addressed to, the District Contact, and must, at a minimum, contain the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- Name, title, address and telephone number and email address of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than one hundred and eighty (180) days from the due date for submittal;
- Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act **(a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by LACCD)**; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.



6.4 Table of Contents

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

6.5 General Requirements for Proposals

Please answer the following questions. Your answers should not exceed a total of fifteen (15) pages in length (excluding samples of prior completed creative advertising and marketing, examples of tracking reports, screen shots of web or internet work and numerical tracking analyses) and be in 12 point type. Ensure each question is numbered per the RFP, is clearly identified, and precedes the response.

Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Materials submitted shall specifically address the following topics.

6.5.1 Qualifications and Experience of Firm

- A. Detail Firm's experience including each team member's experience in providing the services listed in the RFP include Project Name, Client Organization within the last 5 years.
- B. Describe other contracts (at least 6, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- C. Provide references, including name, address and telephone number of a contact person for each project identified and described above. Indicate commencement dates, duration and type of operation (See Appendix 2 - References).
- D. Provide a list of your most recent Community Colleges and/or Community College District clients in the State of California.

6.5.2 Project Manager and Key Technical Personnel



- A. Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key technical personnel and provide resumes. The proposal should indicate the abilities, qualifications, licenses, certifications and experience of these individuals (See Appendix 3 - Personnel).

6.5.3 Project Approach

- A. What is your approach to managing Marketing and Advertising Services in the following areas:
1. Identifying goals and objectives for District advertising. Describe how you identify, benchmark, track and analyze key performance indicators of the campaigns.
 2. Determining messages and target audiences and use of focus groups.
 3. Determining the most effective media mix to guarantee highest return on investment. Provide examples of successes.
 4. Determine the most effective way to work with multiple stakeholders
- B. What is your general strategy for managing Marketing and Advertising Services for a multi-college District that has both districtwide and college-specific needs?
- C. For the Scope, specification and tasks outlined in this RFP provide a narrative describing the firm's understanding of the task and indicate the following:
1. Approach used to complete the task.
 2. Identify what you would need from the District and the colleges to be successful in this effort.
 3. What other issues should be considered in completion.
 4. The District envisions the core team of the Marketing and Advertising Proposer to include: a Senior-level Account Executive or Project Manager; a Media Buyer, a Social Media/Internet/website expert, a graphic designer team and a copywriter; photographer & videographer team, scheduling assistant and administrative support. Include, if any,



additional team members that are required and explain their roles and responsibilities

5. Please explain briefly what the key roles and responsibilities each of top- members of your team will be undertaking.
6. Estimated level of effort in hours, broken down by subtasks and each team member's effort.

6.5.4 Why should the District choose you as our Marketing and Advertising Service provider?

- A. How do you differentiate your services from your competition?
- B. How do you see yourself being a good fit for the District?
- C. How would your firm efficiently and effectively deliver on the Marketing and Advertising Services contemplated in this RFP.

6.5.5 Implementation Summary

- A. Provide a high-level description of the implementation process including primary steps or phases, approximate timelines, Firm resources and required District resources necessary to launch the scope as defined in this RFP.

6.5.6 Fees

- A. As noted above, all proposals must clearly identify the process of buying media for the colleges and the District in terms of stating any commission costs, mark-ups, agency fees/percentages for the firm's role in purchasing paid advertising or media on behalf of the District and the colleges. This should include an explanation of how fees are charged to the District and the colleges as well as the agency rates that are received from media buys.

6.6 References

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

- List of business clients—especially public entities or institutes of higher learning to which your firm has provided similar services in the past three years. Specifically, include the following: name and address of organization, description of work and date performed, contact name/title/phone numbers/email address. Include a current client



list and organizations or entities that your firm currently provides services to that may pose a conflict or require that you represent positions that are contrary to positions approved by LACCD.

6.7 Fee Structure / Cost Proposal

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

Please complete Appendix 1 to identify proposed fees, hourly / per employee rates and any expected reimbursables associated with this proposal.

6.8 Exceptions/Deviations

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

6.9 Appendices

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

6.10 Authorization to do business in California

Proposers must be authorized to do business in California. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with its proposal a



copy of a current business license issued in California. If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of evaluation of the proposal. The Proposer should provide the corporate number issued by the Secretary of State with its proposal. Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement. **PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.**

6.11 Mandatory documents proposer must submit within the sealed response

- (a) Completed and signed Non-collusion Affidavit (EXHIBIT A)
- (b) Completed and signed Certificate of Non-Discrimination (EXHIBIT B)
- (c) Completed Confidentiality Agreement (EXHIBIT C)
- (d) Acknowledgement of all addenda issued by the District (EXHIBIT D)
- (e) Completed and signed Exceptions and Deviations (EXHIBIT E)
- (f) Completed and signed Small Local Emerging Disabled Veterans (EXHIBIT G)

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

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

6.13 Authorized Signatures

Exhibits A through G must all be signed by the Proposer's authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District is



unable to accept any proposal submitted without these statements completed and signed by the Proposer's authorized signatory.

6.14 Meeting RFP Specifications

The services offered by the Proposer must meet the specifications as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications as described in this RFP.

6.15 Proposed Information to be Accurate, Complete and Valid

The Proposer must provide information including, but not limited to, fees for all offered services based on the scope of services.

Failure to do so may invalidate the proposal. The price must be accurate, complete and must be valid for the term of the agreement. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for error or fee increases that the Proposer later alleges are retroactively applicable.

6.16 Requirements

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



7 SCHEDULE OF EXHIBITS and APPENDICES

EXHIBIT A:	NON-COLLUSION AFFIDAVIT
EXHIBIT B:	CERTIFICATE OF NON-DISCRIMINATION
EXHIBIT C:	CONFIDENTIALITY AGREEMENT
EXHIBIT D:	ACKNOWLEDGEMENT OF ALL ADDENDA ISSUED
EXHIBIT E:	EXCEPTIONS AND DEVIATIONS TO THE SAMPLE FORM AGREEMENT
EXHIBIT F:	SAMPLE FORM AGREEMENT
EXHIBIT G:	SMALL LOCAL EMERGING DISABLED VETERANS (SLEDV)
APPENDIX 1:	Fee Structure / Cost Proposal
APPENDIX 2:	References
APPENDIX 3:	Personnel / Project Manager and Key Technical Staff



EXHIBIT A

NON-COLLUSION AFFIDAVIT

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

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this _____ Day of _____, 2021.

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

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT B

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

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non- Discrimination this ___day of _____, 2021.

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

By _____
(Signature)

Name _____ (Type or
Print)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT C

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of _____, does hereby represent, warrant and agree to the following statement:

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

Date: _____
Name of Proposer

By: _____
Authorized Officer



EXHIBIT D

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

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

By _____
 (Signature)

Name _____
 (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT E
EXCEPTIONS AND DEVIATIONS TO SAMPLE FORM AGREEMENT

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

- 1. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
 - a. Proposals that mandate the use of vendor standard services contract, rather than utilizing the District’s standard services contract.
 - b. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

- Section 5 - Term of Agreement
- Section 16 - Governing Law
- Section 17 - Non-Discrimination Section
- Section 20 - Board Authorization
- Section 25 - Requirements for Federally-Funded Contracts Section
- Section 26 - Family Educational Rights Privacy Act (FERPA)
- Section 27 - Accessibility Requirements

- 2. In the event that exceptions and deviations to the Professional Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

- We have no exceptions or deviations to the Professional Services Agreement
- We have the following or the attached exceptions and/or deviations to the Professional Services Agreement.

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT F
Sample Form Agreement

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By

,

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

,

("Contractor")

DATE:

TERM OF AGREEMENT:

From:

To:

RECITALS

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

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

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



EXHIBIT F
Sample Form Agreement

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.
2. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.



EXHIBIT F
Sample Form Agreement

- 7. DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
- 8. RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
- 9. CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
- 10. RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
- 11. DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.



EXHIBIT F
Sample Form Agreement

12. WAIVER OF DAMAGES; INDEMNITY. The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

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

The Contractor shall provide the following insurance:

Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not



EXHIBIT F

Sample Form Agreement

less than two million dollars (\$2,000,000) per occurrence; (\$4,000,000) aggregate. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

Professional liability insurance in an amount not less than two million dollars (\$2,000,000) per incident.

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

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

14. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
15. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
16. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
17. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability,



EXHIBIT F
Sample Form Agreement

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

18. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
19. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
20. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
21. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to 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.
23. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.



EXHIBIT F
Sample Form Agreement

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

25. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.

If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

26. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.

Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.



EXHIBIT F
Sample Form Agreement

27. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.

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

CONTRACTOR



EXHIBIT F
Sample Form Agreement

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DISTRICT

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

By: _____
Name: _____
Title: _____



EXHIBIT F
Sample Form Agreement

EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

SPECIFICATIONS:



EXHIBIT F
Sample Form Agreement

EXHIBIT B

SCHEDULE OF PAYMENT

TOTAL FEE:
(broken down as follows):

\$

\$ _____

\$ _____

\$ _____

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



EXHIBIT G
Small, Local, Emerging, Disabled Veterans

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

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

Date: _____
Name of Bidder/Proposer

By: _____
Authorized Officer Signature

Title



Appendix 1 – Fee Structure / Cost Proposal

Description of Services	Cost	Proposed Travel / Other Reimbursables	Assigned Personnel
Marketing and Advertising			
Commission Costs			
Mark-Up Costs			
Agency Fees / Percentages for Purchasing Advertisements/Media			
Other Fees – Please list below			



Appendix 2 – References

Project	Name of Firm & Contact Person	Address	Email Address	Telephone Number



Appendix 3 – Personnel / Project Manager and Key Technical Staff

Staff	Title	Area of Expertise