

**REQUEST FOR PROPOSAL # 09-17**

**STUDENT PSYCHOLOGICAL SERVICES**  
**AT LOS ANGELES VALLEY COLLEGE**

**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide:

Psychological services tailored to fit students' individual needs at Los Angeles Valley College. A licensed clinical psychologist with a minimum of 5 years of post licensure experience will work with students in developing coping strategies, resolving conflicts, or handling a crisis situation. Examples include relationship issues, domestic violence, date rape, anxiety, shyness, depression, sexual orientation issues, adjustments/challenges for international students, and general mental health.

**B. DISTRICT CONTACT PERSON**

The District contact person for this RFP is given below. Bidders requiring clarification of the intent or content of this RFP, or bidders who did not receive all the materials, must contact the District contact person.

Los Angeles Community College District  
770 Wilshire Boulevard, Sixth Floor  
Los Angeles, CA 90017  
Contracts & Purchasing Manager  
(213) 891-2421

**C. KEY ACTION DATES**

Listed below and on the next page are important times and dates related to this RFP, including deadlines by which certain actions must be taken. Any changes to these key action dates will be issued as amendments to all prospective bidders.

Release of Request for Proposals (also post on <a href="http://www.laccd.edu">www.laccd.edu</a> )	9-21-2009
Second week of advertisement	9-28-2009
Deadline to Submit Proposal	10-5-2009
Proposal Opening	10-5-2009
Forward copies of proposals to campus for review and selection by the review committee	10-5-2009
College to make their recommendations of award	10-8-2009
Board Date	10-21-2009

## **II. GENERAL RULES AND INFORMATION GOVERNING COMPETITION**

### **A. INTRODUCTION**

The competitive method used for this solicitation is a Request for Proposal (RFP). Selection of a contractor (alternately referred to as "bidder" or "contractor") in this RFP will be made through competitive procurement procedures. The following general rules and information are applicable to this RFP.

### **B. ACTIONS BY THE DISTRICT**

As outlined under Key Action Dates in Section I, the District will take the following actions:

- Mail the RFP to known potential bidders and anyone responding to the advertisement, and post to District web site
- Issue amendments to RFP if necessary, and post to District web site
- Mail notice of intention to award contract
- Award the contract

### **C. QUESTIONS REGARDING THIS RFP**

Bidders requiring clarification of the intent or content of this RFP, or on procedural matters regarding the competitive bid process, may request clarification by submitting written questions in an envelope marked "Questions Relating to **RFP # 09-17**" and addressed to the District Contact Person. Answers to the questions will be provided to all bidders without identifying the submitter.

### **D. RFP AS PART OF FINAL CONTRACT**

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

### **E. ORAL COMMUNICATIONS**

Any oral communication by the Districts' Contact Person or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligation of the District, bidder or contractor.

### **F. AMENDMENTS TO RFP**

If it is necessary to amend the RFP, the District will mail formal amendments to all potential bidders & post to District web site.

### **G. SUBMISSION OF PROPOSAL**

The delivery of a proposal to the District is the sole responsibility of the bidder. Proposals will not be accepted subsequent to the date and time specified in Section I. The proposal must be delivered in person during normal business hours which are 8:00 a.m. to 3:30 p.m., Monday through Friday. Bidder to provide one original with signature of an authorized officer, and provide five copies for distribution to college locations.

### **H. IMMATERIAL DEFECT IN PROPOSAL**

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

#### **I. NOTICE OF INTENT TO AWARD**

Written notification of the District's intent to award a contract will be mailed to each bidder that submits a proposal.

#### **J. TERMINATION OR CANCELLATION**

The District and the Contractor reserve the right to terminate any contract awarded through this RFP by providing Thirty (30) calendar days written notice to the contractor.

#### **K. NEWS RELEASES**

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

#### **L. DISPOSITION OF PROPOSALS**

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

#### **M. STANDARD AGREEMENT**

The District has a standard agreement (attached) which must be agreed to without alteration by the successful bidder for the RFP. Any desired changes to this standard agreement must be made in writing along with the bid response for possible consideration by the District. Changes to the standard terms and conditions may make bidders proposal non-responsive. The standard agreement will incorporate this RFP, the advertisement of the RFP, and any addenda to this RFP, the contract, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set therein.

### **III. INSTRUCTIONS TO BIDDERS**

#### **A. OVERVIEW**

This is a competitive Request for Proposal (RFP) conducted under the laws and regulations of the State of California applicable to the Los Angeles Community College District. Bidders should carefully examine the entire RFP and be fully aware of the nature of the services, and the conditions in providing the services.

#### **B. PERFORMANCE**

The successful bidder will furnish all labor, materials and equipment necessary to deliver to the District the health and health services.

#### **C. BIDDER'S COST**

The cost of developing a proposal is the bidder's responsibility of the contractor for personal injury or property damage sustained in the performance of this contract, however caused.

#### **D. NO DISTRICT LIABILITY**

The District will not accept liability or financial responsibility of the contractor for personal injury or property damage sustained in the performance of this contract, however caused.

**E. TERM OF CONTRACT**

The contract awarded through this RFP will be effective for the three year period from October 22, 2009 to October 20, 2012, unless terminated earlier in accordance with the provisions for termination specified hereunder, with the option of the District to renew for five additional one-year periods.

**F. CHANGES TO RFP**

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

**G. NO DEVIATION FROM CONDITIONS OF RFP**

Any proposal that modifies the conditions of the RFP will be rejected.

**H. PROPOSAL IRREVOCABLE FOR SIXTY (60) DAYS**

A proposal is an irrevocable offer valid at the date scheduled for the bid opening and for sixty (60) days thereafter.

**I. NO AGREEMENT UNTIL SIGNED**

No agreement with the District is in effect until a contract has been signed by both parties.

**J. CERTIFICATION OF NON-DISCRIMINATION**

During the performance of this contract, the successful bidder shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, or a physical or mental disability. Furthermore, the successful bidder shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, sexual preference, age or sex. The successful bidder shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The bidder shall complete and sign the Certification of Non-Discrimination (attached), and submit it with its proposal.

**K. NONCOLLUSION AFFIDAVIT**

Each bidder shall complete and sign the Non collusion Affidavit (attached), and shall submit it with its proposal.

**L. PROPOSAL SUBMISSION AND OPENING**

Each proposal must be submitted by 2:00 p.m. on October 5, 2009. No proposals will be accepted subsequent to that time and date. The address to which the proposal is to be delivered is:

Los Angeles Community College District  
770 Wilshire Boulevard, Sixth Floor  
Los Angeles, California 90017  
Contracts & Purchasing Manager

This proposal will not be opened in public. If the address for the above action is changed, all bidders will be notified by mail. All proposals must be signed, and once submitted, become the property of the District.

#### **IV. FORMAT FOR PROPOSAL**

##### **A. INTRODUCTION**

This section prescribes the mandatory format for the development and presentation of a proposal. Each bidder must adhere to these requirements and submit all the following documents on specified date. A proposal may be rejected if it is conditional or incomplete.

##### **B. PROPOSAL PAGE 1: STATEMENT OF INTENT**

A statement of intent indicates the bidder's willingness to perform the work outlined in the RFP and to enter into formal contract with the District. The letter must be signed by a person authorized to commit the bidder to a contract, and **must be included with the bidder's proposal when submitted by the proposal submission deadline stated in Section III.L. above.**

##### **C. CERTIFICATION OF NON-DISCRIMINATION AND NONCOLLUSION AFFIDAVIT**

The bidder shall complete and sign the attached Certification of Non-Discrimination and Noncollusion Affidavit. These documents shall be signed by a person authorized to commit the bidder to a contract, and **must be included with the bidder's proposal when submitted by the proposal submission deadline stated in Section III.L. above.**

##### **D. DELIVERY OF PROPOSAL**

The envelope containing the proposal and all accompanying documents listed above must clearly identify the bidder's legal name in the return address location. The envelope must plainly show the number of the RFP (**RFP No. 09-17**) and the proposal opening date (proposal submission deadline). The envelope containing the proposal documents may be mailed or delivered in person, but delivery of the proposal and the accompanying documents is the sole responsibility of the bidder.

##### **E. FEES**

Each proposal must include a detailed description of proposed fees, and identify the hourly rate for proposed services.

##### **F. EXPERIENCE**

Each proposal must identify the aggregate number of years providing mental health services in an educational and/or similar setting to a student population

##### **G. PROOF OF PROFESSIONAL LIABILITY INSURANCE**

As a condition of final award, a contractor must include proof of professional liability insurance, with a minimum level of coverage of \$1 million per occurrence and \$3 million in the aggregate.

## PROPOSAL PAGES

### TO BE COMPLETED BY BIDDER AND SUBMITTED WITH ITS PROPOSAL

1. Psychological Services. A licensed clinical psychologist shall provide to the students of Los Angeles Valley College the following services (referred to hereinafter collectively as "Psychological Services") at the Campus:
  - a) Individual consultation and crisis intervention during appointment hours.
  - b) Educational psychological services which shall include, but shall not be limited to, education in the following areas:
    - (i) depression;
    - (ii) suicide prevention;
    - (iii) family problems/conflict;
    - (iv) substance abuse;
    - (v) anxiety; and
    - (vi) stress related issues.
  - b) Referral services to health care providers, physicians, therapist and other health care professionals where necessary and appropriate ("Referral Services"). Students needing more than 12 counseling sessions per semester will receive a referral for outside counseling.
  - c) Preventive psychological information which may include:
    - (i) teaching the faculty/staff how to deal with students with mental health issues;
    - (ii) teaching the faculty/staff how to deal with disorders (e.g., bipolar, obsessive-compulsive, etc.)
- 1.2 Psychological Services Facility Operations.
  - a) The Psychological Services Facility shall be under the overall direction of a licensed clinical psychologist. Professional mental health services within the scope of Facility Services may only be provided by a licensed clinical psychologist. The Facility shall be staffed during all hours of operation as listed below:

Fall semester (15 weeks) 20 hours per week including Wednesday evenings from 4 to 7 p.m.  
Spring semester (15 weeks) 20 hours per week including Wednesday evenings from 4 to 7 p.m.

Summer and Winter Inter-sessions (5 weeks) as needed including Wednesday evenings from 4 to 7 p.m.

- b) Hours of operation may be changed upon mutual agreement of College and provider.
- c) The facility shall serve students of the College exclusively, and shall not be available to, or provide health care services for, or on behalf of, any other persons including faculty and staff.

#### 1.3 Professional Liability Insurance

- a) Proof of professional liability insurance must be submitted with each bid package. The minimum level of professional liability insurance shall be \$1 million per occurrence and \$3 million aggregate.
- b) Each bidder must submit in the bid package their claims history.

#### 1.4 Experience

- a) Proof of aggregate number of years providing mental health services in an educational and/or similar setting to a student population.

**Basis of Award:** Award of contract will be made to those contractors that can provide all of the above requirements to run and maintain the Student Psychological Services component of the L.A. Valley College Student Health Center. Contractor must indicate that they can or cannot provide the above services and must indicate if they can provide the services during the hours and days of the week required. The scoring criteria that will determine the rank of bidders includes: 1) cost 2) amount of professional liability insurance 3) claims history 4) aggregate number of years providing mental health services in an educational and/or similar setting to a student population 5) ability to provide mental health services during the time specified and 6) contractor's approach to providing the required services.

**CERTIFICATION OF NON-DISCRIMINATION  
TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH ITS BID**

Bidder 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. Bidder 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 \_\_\_\_\_, 2009.

BIDDER \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH ITS BID**

(Name) \_\_\_\_\_, being first duly sworn, disposes and says that he or she is (Title) \_\_\_\_\_ of (Company) \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, 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 bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid 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 bid.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BIDDER \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
("District")

By: \_\_\_\_\_  
*[Name of College]*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*[College Address]*

Attn: \_\_\_\_\_  
*[Contact name and phone number]*  
("College")

\_\_\_\_\_  
("Contractor")

\_\_\_\_\_  
\_\_\_\_\_  
*[Address]*

Attn: \_\_\_\_\_  
*[Contact name and phone number]*

DATE:

\_\_\_\_\_

TERM OF AGREEMENT:

\_\_\_\_\_

\_\_\_\_\_

**RECITALS**

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

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

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

**AGREEMENT**

**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. In performing the Services, Contractor hereby designates the following as "Key Personnel" under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the District.

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

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

10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
11. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this Agreement.
12. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

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

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

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- c) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

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

- 14. **AMENDMENTS.** This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.
- 15. **ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
- 16. **GOVERNING LAW.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 17. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not

limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.

18. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.
19. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
20. **BOARD AUTHORIZATION.** The effectiveness of this Agreement is expressly conditioned upon approval by the District's Board of Trustees.
21. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.
22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to 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.
24. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this Agreement.
25. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 A**

**SCHEDULE OF SERVICES AND SPECIFICATIONS**

CONTRACTOR'S SERVICES:

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SPECIFICATIONS:

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**EXHIBIT B**

**SCHEDULE OF PAYMENT**

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

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

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