



**LOS ANGELES COMMUNITY COLLEGES**

770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017-3856 • 213/891-2000

CITY • EAST • HARBOR • MISSION • PIERCE • SOUTHWEST • TRADE-TECHNICAL • PIERCE • WEST  
ADMINISTRATIVE OFFICES • Dr. Daniel J. LaVista, Chancellor

**INVITATION FOR BIDS (IFB) NO. 11-25**

**PRINTING OF THE STUDENT NEWSPAPER,  
*THE COLLEGIAN*,  
FOR LOS ANGELES CITY COLLEGE**

**BUSINESS SERVICES DIVISION  
Office of Contracts and Purchasing  
770 Wilshire Boulevard, 6th Floor  
Los Angeles, CA 90017-3719  
(213) 891-2301**

**IFB Schedule**

|   |                             |
|---|-----------------------------|
| IFB Issued and Posted to LACCD Website: | Tuesday, October 11, 2011   |
| Receipt of Written Questions:           | Monday, October 17, 4 pm    |
| Receipt and Opening of Bids:            | Thursday, October 20, 10 am |
| Anticipated Award of Contract:          | Thursday, November 3        |

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**INVITATION FOR BIDS**  
**FOR THE PRINTING OF THE STUDENT NEWSPAPER,**  
***THE COLLEGIAN*,**  
**FOR LOS ANGELES CITY COLLEGE**

**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Invitation for Bids (IFB) is to solicit written bids from printing and production companies for the printing of the student newspaper, *The Collegian*, for Los Angeles City College, located at 855 North Vermont Avenue, Los Angeles, California 90029-3516.

The contract awarded through this IFB will be effective for a period of three years, unless terminated earlier in accordance with the provisions for termination specified hereunder. The contract may be extended annually for a maximum of two additional years, for a total contract period of five years, at the option of Los Angeles City College. If a contract is awarded through this IFB, it will be effective upon execution of the agreement, which the District desires to be on or about Thursday, November 3, 2011

**B. BACKGROUND**

Set on an attractive 49 acres, Los Angeles City College was the original location for UCLA before it moved to Westwood, CA. The College facilities include more than a dozen multistory classroom buildings including a library, computer labs, fitness centers, theatre, and TV/film studios. Through a \$147 million bond award, the College is further enhancing itself with a new and advanced technology learning facility, increased parking, and expanded athletic/fitness and child development centers. Although Los Angeles City College does not provide campus housing, inexpensive rentals are available in the surrounding community. Its student body is one of the most diverse in the country: students range in age from late teens to seniors and come from every ethnic group, culture and country in the world.

## II. SCHEDULE AND SUBMITTAL

### A. IFB SCHEDULE

|   |                             |
|---|-----------------------------|
| IFB Issued and Posted to LACCD Website: | Tuesday, October 11, 2011   |
| Receipt of Written Questions:           | Monday, October 17, 4 pm    |
| Receipt and Opening of Bids:            | Thursday, October 20, 10 am |
| Anticipated Award of Contract:          | Thursday, November 3        |

The Contracts Office of the Los Angeles Community College District (hereafter referred to in this IFB as the District or the LACCD) posts all of its Invitations for Bids (IFBs) and Requests for Proposals (RFPs) in printable PDF format on the Business Opportunities portion of the District's website at [http://www.laccd.edu/business\\_services/](http://www.laccd.edu/business_services/) (there is an underscore between "business" and "services" in this URL).

Issuance of this IFB and receipt of bids does not commit the District to award a contract. The LACCD reserves the right to postpone the award for its own convenience, to accept or reject any or all bids received in response to this IFB, or to cancel all or part of this IFB.

### B. BID SUBMITTAL

#### 1. General

Bids must be received by 10:00 am, Thursday, October 20, 2011. Any bid received after this date and time, may, at the sole discretion of the District, be returned or set aside without consideration. It is the practice of the District not to consider late bids for any reason.

Delivery of bids by the specified deadline is the sole responsibility of the Bidder. The Los Angeles Community College District (hereafter referred to as the District or the LACCD) shall not be responsible for, nor accept as a valid excuse for late bid receipt, any delay in mail service or other method of delivery used by the Bidder except where it can be established that the District was the sole cause of the late receipt.

The District intends that all bids, regardless of method of submittal, remain unopened until after the deadline has passed for receipt of bids. However, the District shall not be liable for damages alleged to arise from, nor accept as the basis for protest of a contract award, the circumstance where the District inadvertently and/or unintentionally opens a bid prior to the deadline.

## **2. Method of Submittal**

The bid must be submitted in paper form in a sealed envelope marked "Bid -- IFB No. 11-25" and delivered to the Los Angeles Community College District, Business Services Division, Attention: Curtis Paltza, Contracts Analyst, 6th Floor, 770 Wilshire Boulevard, Los Angeles, California 90017-3719. Bids may be mailed, sent by private carrier, or delivered in person during normal business hours, which are 8:00 am to 4:30 pm, Monday through Friday. Faxed and/or emailed copies will not be accepted. Each Bidder shall include one original and three (3) copies.

## **C. MEETING IFB SPECIFICATIONS AND REQUIREMENTS**

The products and services offered in the bid must meet the specifications and conditions as described in this IFB. The District reserves the right to reject as non-responsive any bid that does not meet the specifications and conditions as described in this IFB.

The Bidder shall be responsible for becoming familiar with the scope of services required by the District and Los Angeles City College (hereafter referred to as City College). The failure or omission of any Bidder to acquaint himself or herself with the service requirements of City College in accordance with this IFB shall in no way relieve any Bidder from any obligation with respect to this IFB or to the resulting agreement. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

The agreement which the successful Bidder will be required to execute, incorporates all specifications, terms, and conditions included in the IFB documents. All Bidders should carefully examine all bid documents.

## **D. DISTRICT CONTACT PERSON**

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

Curtis Paltza, Contracts Analyst  
Los Angeles Community College District  
Contracts and Purchasing, 6th Floor  
770 Wilshire Boulevard  
Los Angeles, California 90017-3719

TEL (213) 891-2301  
FAX (213) 891-2490  
Email paltzac@email.laccd.edu

Any oral communications by the District's contact person or other employee regarding this IFB is not binding and shall in no way modify the IFB or the obligations of the District, the Bidder, or the contractor.

#### **E. INTERPRETATION OF DOCUMENTS**

If any person or organization contemplating submitting a bid for the services outlined herein is in doubt as to the true meaning of any part of the IFB documents, or finds discrepancies in, or omissions from the documents, he or she may submit to the District contact person 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 IFB documents will be made only by addendum or amendment duly issued. A copy of such addendum or amendment will be mailed or delivered to each person receiving a set of the IFB documents, and/or posted to the District's website. No person is authorized to make any oral interpretation of any provision in the IFB documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.

Any oral communications by the District's Contact Person(s) or designee concerning this IFB is not binding and shall in no way modify the IFB or the obligations of the District, the Bidder or the Contractor.

#### **F. QUESTIONS REGARDING THE IFB**

Bidders requiring clarification of the intent or content of this IFB, or on procedural matters regarding the competitive IFB process, may request clarification by submitting written questions in an envelope marked, "Questions Relating to IFB No. 11-25," and addressed to the District contact person. Answers to the questions will be provided to all Bidders without identifying the submitter.

Bidders are encouraged to submit questions in writing. Questions or comments regarding this IFB (except to inquire about the number of addenda issued) must be put in writing and received by the District no later than 4:00 pm, Monday, October 17, 2011. Due to necessary constraints in time, written questions are best emailed or faxed to the District contact person noted above in Section II.D.

The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

## **G. CHANGES, ADDENDA OR AMENDMENTS TO THE IFB**

If it is necessary to issue one or more addenda (revisions or amendments) to the conditions or specifications of this IFB, the District will email notification of formal addenda to all potential Bidders.

If it is necessary to make material changes to the IFB, the District will email notification of written IFB addenda to all recipients of record of the original IFB and post such addenda on the District's website. Recipients of record are those parties that obtained a copy of the IFB directly from the District's website via email notification. It shall be the responsibility of the Bidder to inquire of the District as to any addenda issued. This may be done by calling Curtis Paltza of the Business Services Division at (213) 891-2301 prior to the bid-submittal deadline. All addenda issued shall become part of the IFB. Responses to written questions received by the specified deadline will be incorporated in an IFB addendum.

## **H. EXCEPTIONS AND/OR DEVIATIONS TO THE IFB**

Any exceptions to or deviations from the requirements set forth in this IFB, including the terms and conditions contained in the Standard Agreement presented in Exhibit A, must be declared in the bid submitted by the Bidder. Such exceptions or deviations must be segregated as a separate element of the bid under the heading "Exceptions and Deviations." If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

## **I. CERTIFICATION OF NON-DISCRIMINATION and NONCOLUSION AFFIDAVIT**

***The Certification of Non-Discrimination and the Noncollusion Affidavit set forth in full on the attached Bid Pages are to be signed by the Bidder's authorized signatory and must be submitted by the Bidder in the sealed envelope along with its bid. The District will not accept any bid submitted without these statements completed and signed by the Bidder's authorized signatory.***

## **J. BID PRICES TO BE ACCURATE AND COMPLETE**

All information bid for services and supplies must be accurate, complete and valid for the term of the contract. The Bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for errors or increases in price that the Bidder later alleges are retroactively applicable.

## **K. EXPENSES**

All expenses incurred by the Bidder in preparing its bid shall be borne solely by the Bidder. The District shall not be liable for pre-contractual expenses incurred by the Bidder in the preparation of its bid and Bidders shall not include any such expenses in their offers.

Pre-contractual expenses are defined as expenses incurred by the Bidder to prepare and submit its offer to the District, or any other expenses incurred by the Bidder prior to the date of award.

## **L. AUTHORIZATION TO DO BUSINESS**

The Bidder must be authorized to do business in the State of California and, if applicable, in the local jurisdiction in which it is located or where the work will be performed. If a Bidder is a sole proprietorship or partnership, the Bidder should furnish with its bid a copy of a current business license issued in California. If the Bidder is a corporation, it must be approved by the California Secretary of State to do business in California and should furnish with its bid the corporate number issued by the Secretary of State.

## **M. SUBCONTRACTORS**

The Bidder shall provide to the District with its bid, a list of its subcontractors, and the Bidder shall be solely responsible for any and all work done by those subcontractors. All orders or instructions from the District shall be communicated by the Bidder to its subcontractors as is necessary. It shall be the duty of the successful Bidder to see that all of its subcontractors commence work promptly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or products, and that all damage caused by the subcontractors or their workers is properly made good by them or by the successful Bidder at the Bidder's cost.

The successful Bidder shall provide to the District, from all subcontractors that are a part of the agreement entered into as the result of this IFB, a payment release form, prior to the District issuing final payment to the Bidder. Further, the Bidder shall require its subcontractors to maintain adequate workers' compensation and comprehensive liability insurance as set forth in the District's Standard Agreement outlined in Exhibit A.

If two or more Bidders desire to submit a single bid in response to this IFB, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, the LACCD intends to contract with an individual firm and not with multiple firms doing business as a joint venture. If a subcontractor is to be used, that fact must be disclosed in the bid, together with the name of each subcontractor and its duties in relation to the scope of work.

## **N. REFERENCES**

Each Bidder shall provide a brief history of its company and a summary of services in its bid, **and shall include with its bid, copies of recent (within the last year) letters of reference from no less than two (2) of its current clients.**

The Bidder shall describe the work it performed or is performing for each client and include the name, job title, address and telephone number of a contact person for each reference (admittedly, this information may already be provided by the client on its letter of reference).

## **O. PERSONNEL QUALIFICATIONS**

Each Bidder shall provide a personnel qualification summary, including job positions and title, for each of its management, supervisory, and technical personnel, including its drivers.

This section should establish the ability of the Bidder (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. This information should be furnished for both the Bidder and any subcontractors included in the bid.

The Bidder should provide background information about its firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Bidder's ability to perform contractually. Bidder should certify that the firm is not debarred, suspended or otherwise declared ineligible to contact by any federal, state or local public agency.

The Bidder may briefly describe its most noteworthy qualifications for providing the required services to the District. The Bidder may highlight those qualifications that it feels distinguishes it from its competitors.

## **P. SAFETY AND SECURITY**

It shall be the responsibility of the successful Bidder to ascertain from the Director of College Facilities, or designee, the rules and regulations pertaining to safely driving on College grounds, particularly when students are present. The Bidder's drivers shall exercise extreme caution at all times.

All employees of the successful Bidder shall wear appropriate attire while on the College campus and shall conform to all campus rules and regulations.

#### **Q. WITHDRAWAL OF BID**

A Bidder may withdraw its bid at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted bid. As of the deadline for submittal, **any bid received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for ninety (90) days thereafter.** The Bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for errors or price increases that the Bidder later alleges are retroactively applicable.

#### **R. BID SUBMISSION DEADLINE**

All bids shall be submitted in a sealed envelope as follows:

**TIME AND DATE:** On or before 10:00 am, Thursday, October 20, 2011

**ATTENTION:** Curtis Paltza, Contracts Analyst  
Contracts Office, 6th Floor

**LOCATION:** Los Angeles Community College District  
770 Wilshire Boulevard  
Los Angeles, California 90017-3719

Bids must be mailed or hand-delivered to, **and must be received in** the Contracts Office of the Los Angeles Community College District by no later than the above time and date, and shall be opened in public shortly thereafter.

The envelope containing the bid may be mailed or delivered in person, but delivery of the bid and any accompanying documents is the sole responsibility of the Bidder.

Bids should be submitted in a fashion that facilitates the making of additional copies. Presentation in stapled page sets, or in notebooks from which the pages are easily separated, is preferred. Please do not laminate pages or bind pages individually in clear plastic protectors.

No faxed or emailed bids will be accepted. If a bid is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District assumes no responsibility for late delivery for any reason whatsoever, including but not limited to weather or traffic conditions, illness, accident, delivery to wrong location, or courier problems.

***No bids will be accepted after the bid submission deadline. Any bid received after the scheduled bid submission deadline will be returned to the Bidder unopened.***

#### **S. BID CONSTITUTES AN OFFER**

A bid submitted in accord with instructions in this IFB constitutes an offer to enter into a contract with the District under the terms specified in the accompanying agreement in Exhibit A to this IFB. If the bid is accepted by the District, an enforceable contract is thereby created. ***Revision or modification by the Bidder of the District's IFB and contract terms and conditions may render the bid non-responsive.***

#### **T. BASIS OF AWARD**

Award of contract will be made in whole to the most responsible Bidder with the lowest total cost.

#### **U. ACCEPTANCE OF BIDS**

Final acceptance of a bid or rejection of all bids shall be made by the District's Board of Trustees at a public meeting within ninety (90) days from the date of the bid submission deadline. The Los Angeles Community College District reserves the right to reject any or all bids if it deems such action is in the best interest of the District. The District also reserves the right to waive any and all technicalities and non-substantive defects in any bids.

#### **V. DISPOSITION OF BIDS**

All materials submitted in response to this IFB become the property of the District and become public records after the award of contract, except for information identified by the Bidder as being proprietary (subject to the limitations in section IV) and which is eligible for nondisclosure under the California Public Records Act.

#### **W. NEWS RELEASES**

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

## **X. USE OF DISTRICT EMPLOYEES' NAMES**

The successful Bidder must agree not to use the names or addresses of District employees for any purpose not directly related to this IFB.

## **Y. IMMATERIAL DEFECTS IN BID**

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

## **Z. DEFAULT**

In the event that an apparently successful Bidder defaults or fails to execute the contract, the District may, at its election, accept the next most responsive bid, or reject all bids and solicit new bids at that time.

## **AA. TERM OF CONTRACT**

The contract awarded through this IFB will be effective for a period of three years, unless terminated earlier in accordance with the provisions for termination specified hereunder. The contract may be extended annually for a maximum of two additional years, for a total contract period of five years, at the option of City College. If a contract is awarded through this IFB, it will be effective upon full execution of the agreement, which the District desires to be on or about Thursday, November 3, 2011.

No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District, and has been signed by both parties.

## **BB. CONTRACT DOCUMENTS**

The Bidder selected for contract award through this IFB shall be required to enter into a written agreement with the District. The Standard Agreement for professional services presented in Exhibit A of this IFB is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this IFB, including those added by addendum, and to reflect the Bidder's bid. Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Bidder's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the bid and will be considered as part of the bid evaluation process.

The complete contract between the successful Bidder (Contractor) and the District shall include the following documents as applicable: the advertisement for bids, the IFB conditions and instructions, the bid of the Contractor and its acceptance by the District, the District's contract incorporating its Standard Agreement terms and conditions, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein. Notwithstanding anything to the contrary contained in the agreement between the District and the Contractor, and/or in case of any conflicting terminology between the Contractor's bid and the District's contract terms and conditions, the District's bid conditions and instructions and the District's contract terms and conditions shall apply and prevail.

### **III. BID FORMAT AND CONTENT**

#### **A. GENERAL**

Bids are to be submitted in 8 1/2" x 11" size, typed and, if submitted in paper form, bound with a simple method of fastening. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The bid should not exceed 20 pages in length, excluding appendices, if any. Bidders should use the following outline in organizing the contents of their bids.

#### **B. COVER LETTER**

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Bidder, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person who may be contracted during the period of bid evaluation;
- Acknowledgement of IFB addenda received, if any;
- A statement that the bid shall remain valid for a period of not fewer than ninety (90) days from the due date for bids;
- Identification of any information contained in the bid which the Bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act or US Freedom of Information Act (a blanket statement that all contents of the bid are confidential or proprietary will not be honored by the District); and
- Signature of a person authorized to bind the offering firm to the terms of the bid.

#### **C. APPENDICES**

The Bidder shall furnish as appendices those supporting documents (such as staff resumes) requested in the preceding instructions.

Include any additional information you deem essential to a proper evaluation of your bid and which is not solicited in any of the preceding sections. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

#### **IV. SPECIFICATIONS OF SERVICES AND SCOPE OF WORK**

Each Bidder is requested to provide reference contacts and a list of college newspaper clients and the duration of service to all client colleges for the last 10 years.

Each Bidder is requested to provide contact information for four clients for references at college newspapers that have been clients for duration of no less than five or more years.

The prospective vendor must own or operate an open web press at place of business.

The *Collegian* is not printed during the winter and summer. There are seven (7) regular issues in the fall and six (6) regular issues in the spring (13 per school year), and they come out at approximately two week intervals. Occasionally there is a special issue, like the one sheet (four-page) award winning election issue from 2008. Not every edition has the same amount of color pages. The number of pages in each issue varies depending upon the amount of news in a specific edition.

The successful Bidder must be willing to continue to provide uninterrupted printing services while invoices are processed and budgets are approved. In the past, this may have required as long as 8 months for the printer to be paid for work for the student newspaper. No student newspaper publication has ever been denied printing while the vendor awaited payment.

Payment terms are net 30 days, and payment is due upon receipt of invoice.

Plant personnel must be willing to interface with student journalists as they prepare the file and confirm specs for the publication. Printer should be open and accessible after regular business hours as is customary. Plant personnel should be able to communicate effectively in English.

Prospective vendor must be willing to comply with requests to re-run printed jobs whenever the overall quality of the printing is compromised. This includes but is not limited to poor registration in prominent areas of the newspaper, problems with color that runs or appears washed out, or quality photographs that are poorly reproduced.

Upon reprinting, the quantity to be published on a second run is negotiable and will be from 1,000 to 3,000 copies. The cost of such run will be at the expense of the vendor, only when the overall quality of a given issue is poor or unacceptable to the college standard.

Quantity: 3,000 to 5,000.

Quantity will be determined for each issue at the time the digital file is submitted.

Number of pages: 6-16

**IV. SPECIFICATIONS OF SERVICES AND SCOPE OF WORK  
(Continued)**

Broadsheet: 14" x 22.75"

Paper Stock: 35# weight, 68 brightness

Recycled paper meets California regulations.

Color: Color: Four color and spot color. Capability to print up to 3, 4-color flats  
Color on Pages 1 and 12, or on 1 and 14, and on 4 pages in the middle

Fold: Press delivered flat fold

Inserting: Ability to insert sections and flyers

Artwork: Supply digital file to FTP site

Output: All digital work flow Direct to Plate (Computer to Plate -- CTP)

Schedule: Must print the night file sent for next day delivery.  
Files should arrive by 1 a.m. Tuesday morning.

Delivery: Newspapers delivered to Los Angeles City College loading docks next morning, tied in bundles with string.

## EXHIBIT A

### **STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

*(Note: This agreement is included in this IFB for informational purposes only and does not need to be returned with the bid. A bid submitted in accord with the IFB conditions and instructions constitutes an offer to enter into an agreement with the District under the terms specified in this agreement.)*

#### RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized 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 pursuant to this agreement;

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

#### AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit A ("Scope of Work") 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 from which the District is exempt. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Director of Business Services, or designee, at the District Office.
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. All fees payable and yet unpaid to the Contractor for services rendered up to the effective date of termination shall be properly prorated and promptly paid by the District.
7. **DOCUMENTATION.** As applicable, 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 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. 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 gross negligence or 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 gross 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.

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) 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 ratification 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. In addition, if the Contractor receives notice of an event of "non-appropriation" or notice that no other funds will be available to pay compensation to the Contractor pursuant to this Agreement, the Contractor shall no longer be obligated to perform any services under this Agreement as of the date of receipt of such notice or information.

- 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 earlier of the day of actual receipt or the expiration of two (2) business days after the date of mailing.
- 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

**- DISTRICT -**

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
By: THE BOARD OF TRUSTEES OF THE  
LOS ANGELES COMMUNITY COLLEGE DISTRICT  
ON BEHALF OF LOS ANGELES CITY COLLEGE

By: \_\_\_\_\_

James B. Watson  
Contracts and Purchasing Manager

**BID PAGES  
PAGE 1 OF 2 PAGES**

Bidders are cautioned to complete all items, to sign these bid pages, and to submit these pages with their bid. Failure to do so may invalidate the bid.

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

The 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 preference, except as provided for in Section 12940 of the California Government Code. The 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 Certification of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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

**BID PAGES**  
**PAGE 2 OF 2 PAGES**

Bidders are cautioned to complete all items, to sign these bid pages, and to submit these pages with their bid. Failure to do so may invalidate the bid.

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

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

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 providing a bid; that the Bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed 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 vender has not, directly or indirectly, submitted his or her proposed 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, depository, or to any member or agent thereof to effectuate a collusive or sham bid.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

Address \_\_\_\_\_  
(Type or Print)

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