

Los Angeles Community College District

REQUEST FOR PROPOSALS PROGRAM MANAGEMENT FUNCTIONS ASSESSMENT RFP NO. 11-23

Proposed RFP Timeline:

Issued:	July 12, 2011
Written questions due:	July 20, 2011
Questions answered and posted:	July 27, 2011
Proposals due:	August 2, 2011, 2:30 p.m. PST
Proposals to be submitted to:	Los Angeles Community College District Contracts Office 770 Wilshire Blvd., 6 th Floor Los Angeles, California 90017
Interviews & Selection:	August 17, 2011
Contract goes to Board for approval:	September 7, 2011
Contract executed:	September 8, 2011
Contract effective date:	September 9, 2011
Report due:	October 15, 2011

IMPORTANT NOTE: The successful Proposer for this RFP may not submit a proposal and compete for a separate Request For Proposals for the program management of the District's bond program, which is expected to be issued by the District within the next year

1. Introduction

1.1 Purpose and Scope of RFP

We are modernizing and improving the nine Los Angeles Community College District (LACCD or District) colleges to ensure Los Angeles' residents are properly trained to fill the, highly-skilled jobs of the 21st century. At the same time, we are spending \$5.7 billion in voter-approved dollars to build "green" in order to preserve our planet's most vital resources and boost the local workforce.

The LACCD is one of the largest community college districts in the country, educating more than 200,000 students each year. The District's Sustainable Building Program is the largest public sector sustainable building effort in the United States. The Building Program was approved by Los Angeles voters and is providing state-of-the-art facilities and critical resources at each of its community colleges:

- 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
- Los Angeles Valley College
- West Los Angeles College

On April 10, 2001, the voters authorized the District to issue \$1.245 billion of general obligation bonds. Proposition A passed with 67% majority. In May 2003, under Proposition AA, the voters approved an additional \$980 million of general obligation bonds. On November 4, 2008 the voters approved Measure J for \$3.5 billion. The total funds available from all three (3) Bond authorizations are \$5.725 billion.

The Chancellor and his designee on behalf of the District's Board of Trustees are seeking a qualified independent firm ("Assessment Firm") to perform a comprehensive assessment of the program management functions covered under the BuildLACCD organization structure that manages the Proposition A/AA and Measure J Bond Program ("Program"), as detailed below ("Scope of Services" or "Work").

IMPORTANT NOTE: The successful Proposer for this RFP may not submit a proposal and compete for a separate Request For Proposals for the program management of the District's bond program, which is expected to be issued by the District within the next year.

1.2 About the District

LACCD is the largest community college district in the nation, with nine campuses serving more than 185,000 students. The District is governed by an elected seven-member Board of Trustees and is part of the statewide California Community College system. The District was organized in 1969 and serves a population of several million residents dispersed over an area of 884 square miles in metropolitan Los Angeles.

The mission of the District is to provide comprehensive lower-division general education, occupational education, transfer education, counseling, and guidance, community services, and continuing education programs which are appropriate to the communities served and which meet the changing needs of students for academic and occupational preparation, citizenship, and cultural understanding. The Western Association of Schools and Colleges accredits each of the nine colleges. A seven-member Board of Trustees, elected at large for four-year terms, governs the District.

The Los Angeles Community College District serves over one hundred cities and communities in an area encompassing 882 square miles. The District extends from Agoura Hills in the west San Fernando Valley to the City of San Fernando in the north and Monterey Park to the east. The service area includes Culver City on the west side of the greater Los Angeles basin; Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south. The District colleges educate more than 120,000 students a year.

The colleges range in size from twenty-two to over four hundred fifty acres. Facilities include newly constructed classroom buildings as well as outdated structures older than fifty years as well as parking areas, maintenance yards, athletic fields and gymnasiums and the like

1.3 Scope of Services

1.3.1 Program Management Leading Practices Assessment

Perform an assessment of the current program management operation under the BuildLACCD organization structure, and assess the delivery of the following program management functions as they relate to the LACCD's reporting needs and the industry leading practices.

- Design
- Contracts
- Construction Support and Oversight
- Controls and Finance
- Relocation Services
- Energy
- Risk Management
- Technology
- Various Support Services

The assessment is to include the sampling of program management deliverables from the current program management contract and to also provide a report with recommendations for improvement to LACCD's capital program management, covered under the BuildLACCD organization structure.

1.3.2 Program Management Practices Assessment report standards:

Assessment Definition

An assessment provides reasonable assurance or conclusions based on evaluation of sufficient and appropriate evidence to sustain recommendations.

1.3.3 Presentations and Meetings:

Make public presentations of the final Program Management Leading Practices Assessment to the District's Evaluation Committee.

1.3.4 Hours to Perform Practices Assessment

Specify hours for the Assessment broken down by staffing.

Partner: _____
Project Managers: _____
Senior / Staff: _____
Clerical / Administration: _____

District assumes a reasonable time frame to perform this assessment should be less than four weeks in duration with an approximate total hour of staffing of from 160 to 200 hours.

1.3.5 Miscellaneous

Be available for additional reports and meetings as directed by the Chancellor or his designee.

2. General Information

2.1 Proposal Submittal

The proposer shall submit to the District a printed original and ten (10) copies of its proposal, together with **two (2) copies of a CD** containing an electronic version of the proposal in Microsoft Word format, no later than **2:30 p.m. PST, on August 2, 2011.** Proposals are to be enclosed in a sealed package plainly marked displaying the proposer's legal name and the words "**Proposal Responding to RFP No. 11-23: Program Management Functions Assessment**". Submittals shall not contain more than **twenty (20)** pages double-sided, excluding front, back covers and tabs and may not be submitted with a font size of less than 11. Submittals containing more than the stated page limitation and not in accord with the font size will not be considered.

Mail or deliver proposals to:

Los Angeles Community College District
770 Wilshire Blvd, 6th Floor
Los Angeles, California 90017
ATTN: Contracts Office

It is the sole responsibility of the proposer to ensure that the proposal is delivered on time. Any proposal received after the stated deadline, may, at the sole discretion of the District, be returned without consideration. It is the practice of LACCD not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time. LACCD shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service, or other method of delivery used by the proposer. **Proposals submitted via fax, telephone or e-mail will not be accepted.** If hand-delivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking.

All proposals must be firm offers subject to acceptance by LACCD and may not be withdrawn for a period of 90 calendar days following the last day to submit proposals. Proposals may not be amended once submitted to LACCD, except as permitted by LACCD.

2.2 Questions from Proposers

Questions are to be submitted in writing by email to **Fabbee Buñag, Contracts Analyst, Contracts Office**, at email address: bunaqf@email.laccd.edu on or before July 20, 2011 (the "Question Deadline"). Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above-specified deadline or submitted in a manner other than as instructed above. 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 will be posted on the website: http://www.laccd.edu/business_services/.

2.3 RFP Addenda/Clarifications

If it becomes necessary for LACCD 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 http://laccd.edu/business_services/. It shall be the responsibility of the proposers to check the website for addenda issued. All addenda issued shall become part of the RFP. Proposer's acknowledgement of the addenda must be declared in the proposal- See Exhibit G.

2.4 Pre-Contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to LACCD; (3) negotiating with LACCD any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. LACCD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers.

2.5 No Commitment to Award

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

2.6 Joint Offers

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. LACCD intends to contract with a single firm and not with multiple firms doing business as a joint venture.

2.7 Proposed Contract

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with LACCD. The Sample Agreement presented in Exhibit A of this RFP is the agreement 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, conducted with the proposer. Exceptions to the terms and conditions of the Sample Agreement, or the proposer's inability to comply with any of the provisions of the Sample Agreement, must be declared in the proposal on Exhibit H.

The proposer's attention is directed particularly to Section 6 in the Sample Agreement, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal on Exhibit H.

2.8 Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Sample Agreement, must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below on Exhibit H.

2.9 Protests

Any actual or prospective proposer may protest the solicitation or award of a contract for violations of LACCD's procurement policies or of laws and regulations governing LACCD's procurement activities, provided the complied with Exhibit E PP-04-09, Bid Protest and Appeals. An any and all references to District Director of Business Services means the Executive Director, Facilities, Planning and Development, as its representative. The Annual Adjustment Bid threshold **for 2011 is \$78,900.**

3. Proposal Format and Content

3.1 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.

3.2 Presentation/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 proposal should not exceed 20 pages in length, excluding any appendices. The form, content, and sequence of the proposal should follow the outline presented below.

3.3 Proposal Content

3.3.1 Transmittal Letter/Introduction

The letter of transmittal shall be addressed to Fabbee Buñag, Contracts Analyst, 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 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 ninety (90) 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.

3.3.2 Table of Contents

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

3.3.3 Qualifications and Related Experience

This section should establish the ability of the proposer and any sub-consultants to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; nature and relevance of similar work recently completed for other clients; record of meeting schedules and deadlines on other projects; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any sub-consultants included in the offer. Specifically include:

- Background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office

closures, impending merger) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain any such status.

- Noteworthy qualifications for providing the required services to LACCD. Specifically highlight those qualifications that distinguish you from your competitors, and provide the names of three successful recent accounts in the past three years in the areas of:
 - Community colleges and school districts
 - Projects that are similar to the size and scope or type of LACCD's bond program.
 - Include the following: name and address of organization, size and scope of project, contact person's name, address, email and phone number.

3.3.4 Proposed Staffing and Project Organization

This section should discuss the staff of the proposing firm who would be assigned to work on LACCD's project. Include:

- Key personnel from your firm that would be assigned to LACCD's project. Include a brief description of their qualifications, professional certifications, job functions, and office location(s). Designate a Project Manager who would provide day-to-day direction of the required work and become LACCD's primary contact person. Furnish brief resumes (not more than one page, resumes do not count against the above page limitation) for all key personnel; include these as an appendix, not in the body of the proposal. Specifically describe the staff experience in the area of program management functions assessment of community college districts, bond funds and other government agencies.
 - Key Personnel must:
 - Understand and apply appropriate professional standards, including Generally Accepted Government Auditing Standards (GAGAS).
 - Have appropriate knowledge, skills and discipline for conducting this assessment and the qualifications necessary to provide the needed Scope of Services;
- Project Manager shall coordinate the activities of the audit staff and shall be liaison between your firm and the District. The Project Manager shall be readily accessible and respond on a timely basis to the District at all times.
- Provide a current organization chart indicating the specific personnel to be assigned to this assessment project and to provide the needed Scope of Services. The organization should chart clearly delineates communication and reporting relationships among the project staff.

3.3.5 Work Plan

This section should establish the proposer's understanding of LACCD's Bond Program. It should also demonstrate the proposer's ability to satisfy the Scope of Work and clearly outline the plan for accomplishing the Scope of Work required

under this RFP. This should include:

- A Strategic Plan which describes how your firm would accomplish the Scope of Services described in this RFP
- Milestones for measuring work progress, expressed as completed major tasks or other work segments;
- All resources you would require from LACCD—including information, documents, staff assistance, equipment, and facilities—to complete your work; declare any other critical assumptions upon which your work plan is based; and
- Deliverables to be furnished to LACCD throughout the term of this agreement,
 - 1) Strategic Plan
 - 2) Needs analysis
 - 3) Recommendations to improve the current program management functions
 - 4) Recommendations for best practices in the management of the program

3.3.6 References

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

- List of business clients—especially community colleges and school districts—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.

3.3.7 Cost and Price

The firm fixed price to accomplish the identified goals with a breakdown of all products and hourly rates for implementation for an all-inclusive total price inclusive of applicable taxes. Additional tasks, if required, will be performed at the identified rates if you intend increases on Exhibit F, please provide a per-year hourly rate breakdown. Use the attached Exhibit F, provide the cost and price breakdown, include, as part of the breakdown of costs, the number of hours and rate/hour by staff level to be assigned to the assessment project.

3.3.8 Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, including the Sample Agreement presented in Exhibit A. If you wish to present alternative approaches to meet LACCD's work requirements, these should be thoroughly explained in Exhibit H

3.3.9 Appendices

- Supporting Documents: Furnish as appendices those supporting documents (e.g., staff resumes, and Strategic Plan) 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.

4. Proposal Evaluation and Contract Award

4.1 **Evaluation Process** An Evaluation Panel consisting of LACCD staff and/or outside associates will review, analyze, and evaluate all proposals received. The Evaluation Panel may short-list the field of proposers and conduct interviews of the firms in this group. These interviews are tentatively scheduled for August 17, 2011. This panel will then recommend to the Chancellor and to the Board of Trustees a proposer for contract award.

4.2 **Evaluation Criteria**

By use of numerical and narrative 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	Relative Weight
Work plan organization	30
Qualifications and experience of proposer	25
Proposed Staffing and Project Organization	25
Interview	<u>10</u>
References	<u>10</u>
Total Possible Points	100 Pts.

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.

4.3 **Contract Award**

It is the intent of LACCD to award one contract as the result of this RFP. Approval by the District's Board of Trustees will be required prior to award. Award, if made, is expected by **approximately September 7, 2011.**

Exhibits to the RFP:

- Exhibit A: Sample Form of Contract
- Exhibit B: Non-Collusion Affidavit
- Exhibit C: Non-Discrimination Certification
- Exhibit D: Confidentiality Agreement
- Exhibit E: PP-04-09 Bid Protest and Appeals
- Exhibit F: Cost Proposal/ Schedule of Fees
- Exhibit G: Acknowledgement of Addenda
- Exhibit H: Exceptions and Deviations

EXHIBIT A: SAMPLE FORM OF CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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

By: _____

Attn: _____

[Contact name and phone number]

("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

- 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 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.
- 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 Chancellor and or his 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.
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

DISTRICT

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

PROFESSIONAL SERVICES AGREEMENT - EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

SPECIFICATIONS:

PROFESSIONAL SERVICES AGREEMENT - EXHIBIT B

SCHEDULE OF PAYMENT

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

\$ _____

\$ _____

\$ _____

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

EXHIBIT B: NON-COLLUSION AFFIDAVIT

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH ITS PROPOSAL**

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

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

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT C: NON-DISCRIMINATION CERTIFICATION

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

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2011.

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT D: CONFIDENTIALITY AGREEMENT

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 E: PP-04-09 BID PROTESTS AND APPEALS

I. OVERVIEW

It is the policy of the District to afford due process to suppliers that have participated in a competitive procurement process and believe they have not been accorded fair treatment or that the selection process was materially flawed.

This process extends to suppliers whose bids have been rejected as “non-responsive” to a solicitation or which have been declared “non-responsible” and ineligible for award. At the same time, it is not the District’s intent to unnecessarily delay the award of contracts resulting from legitimate processes or provide a forum for bidders interested solely in denying business to their competitors.

Accordingly, this section establishes the rules and procedures for vendors to protest the recommended awards resulting from requests for quotes, invitations for bids or requests for proposals. Different rules and procedures are applied to purchases below and above the statutory bid threshold.

Since most purchases below the statutory bid threshold are delegated to the colleges and purchasing regions and are transacted informally (e.g. orally, via email or fax, through catalog pricing), with the objective of expediting the transactions, the protest process is correspondingly abbreviated and college-based. Conversely, because purchases equal to or exceeding the bid threshold are reserved to the District Contracts and Purchasing Section and are transacted in a formal manner, with resulting contracts requiring prior approval by the Board of Trustees, the protest process is equally formal and administered by the District Business Services Office. This section does not cover the process for bid protests of public works projects under the California Uniform Cost Accounting Act (CUPCAA). This process may be found in the Facilities Section or in Board Rule 7103.6.

II. PROCESS

A. Purchases below statutory bid threshold

1. Filing of protest

A supplier that has submitted a quote or proposal to a college for less than the statutory bid threshold, and wishes to lodge a protest against the award to another supplier (hereafter in this section, “Protestor”), supplier must comply with the following:

- (a)** Submit such protest in writing to the Vice President of Administrative Services of the college (hereafter in this section, “Vice President”);
- (b)** The protest must be submitted within two (2) business days of notification of the proposed award; and
- (c)** The protest letter must state the basis for the protest and the remedy sought.

2. Disposition of protest

Upon receipt of a protest, the Vice President will:

- (a)** Suspend award pending disposition of the protest;
- (b)** Notify the supplier recommended for award (hereafter in this section, “Awardee”) about the protest; and
- (c)** Invite the Awardee to submit, within two (2) business days of notice of the bid protest, any information in support of the award.

If the Vice President upholds the protest, this decision and its basis will be conveyed in writing to the Protestor, the Awardee, and any other supplier that submitted a quote or proposal. The communication will also declare the college’s intention to: (a) award to another supplier, or (b) cancel the solicitation and re-

solicit quotes or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

If the Vice President denies the protest, this decision and its basis will be conveyed in writing to the Protestor and all other suppliers that submitted a quote or proposal. In denying the protest, the Vice President may declare the college's intention to: (a) award to the Awardee; or (b) cancel the solicitation and re-solicit quotes or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

Whether upholding or denying the protest, if the Vice President elects to cancel the solicitation and not re-solicit for at least six months, then the decision on the protest and the action will be deemed final and there will be no further avenue of appeal for any party.

3. Appeal

Except where the Vice President's decision is deemed final as stipulated above, any supplier notified of the Vice President's decision on a protest must, within two (2) business days of notice, appeal the decision in writing to the President of the college and include in the appeal to the President the same information as required for the original protest. The disposition of the appeal will be handled in the same manner as the protest.

The President's decision on the appeal will be conveyed to all parties in writing. The President's decision in the matter will be final and there will be no further avenue of appeal for any party.

4. District Office transactions

If the protested transaction is for the District Office, the initial protest described above will be directed to the Director of Business Services and the appeal will be to the Deputy Chancellor, whose decision in the matter will be final. Such decision will be communicated to all parties in writing within a reasonable time period after the decision is made.

5. Notice of protest procedures

The procedure described above will be provided upon request to any supplier that requests information on how to protest an award below the statutory bid threshold. The procedure for supplier protest will be made available on the LACCD website.

B. Purchases at or above statutory bid threshold

1. Filing of protest

A supplier that has submitted a sealed bid or proposal to the District under a solicitation estimated to equal or exceed the statutory bid threshold, and wishes to lodge a protest against the award to another bidder/proposer, must comply with the following:

- (a) Submit such protest in writing to the Director of Business Services at the District Office (hereafter in this section, "Director");
- (b) Protests must be submitted within five (5) business days of notification of the proposed award; and
- (c) The protest letter must state the basis for the protest and the remedy sought.

2. Disposition of protest

Upon receipt of a protest, the Director will:

- (a) Suspend award pending disposition of the protest;
- (b) Notify the Awardee about the protest; and
- (c) Invite the Awardee to submit, within two (2) business days of notice, any information in support of the award.

If the Director upholds the protest, this decision and its basis will be conveyed in writing to the Protestor, the original Awardee, and any other supplier that submitted a bid or proposal. The communication will also declare the District's intention to: (a) award to another bidder/proposer, or (b) cancel the solicitation and re-solicit bids or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

If the Director denies the protest, this decision and its basis will be conveyed in writing to the Protestor and all other suppliers that submitted a bid or proposal. In denying the protest, the Director may declare the District's intention to: (a) award to the Awardee; or (b) cancel the solicitation and re-solicit bids or proposals, or (c) cancel the solicitation and not re-solicit for at least six (6) months.

Whether upholding or denying the protest, if the Director elects to cancel the solicitation and not re-solicit for at least six months, then the decision on the protest and the action will be deemed final and there will be no further avenue of appeal for any party.

3. First appeal

Except where the Director's decision is deemed final as stated above, any supplier so notified of the Director's decision may:

- (a) Submit within five (5) business days of notice of the Director's decision, an appeal in writing to the Chancellor, who may elect to delegate disposition of the appeal to the Deputy Chancellor.
- (b) Appeal to the Chancellor or Deputy Chancellor (collectively, hereafter in this section, "Chancellor") and such an appeal must include the same information as required for the original protest. Disposition of the appeal will be handled in the same manner as the protest.

The Chancellor's decision on the appeal will be conveyed to all bidders/proposers in writing. Whether upholding or denying the appeal, if the Chancellor elects to cancel the solicitation and not re-solicit bids or proposals for at least six (6) months, then the decision on the appeal and the action will be deemed final and there will be no further avenue of appeal for any party.

4. Final appeal; public hearing

Except where the Chancellor's decision is deemed final as stipulated above, any bidder/proposer so notified of the Chancellor's decision may:

- (a) Submit within five (5) business days of notice of the Chancellor's decision, an appeal in writing to the Board of Trustees (hereafter in this section, "Board") and request a public hearing on the appeal at a regularly scheduled Board meeting before action is taken on the recommended award.
- (b) Appeal to the Board and such an appeal must include the same information as required in the Chancellor's appeal.

Upon receipt of such appeal, the Board will defer award (if one is recommended) until after disposition of the appeal. The Board will also notify the Awardee about the appeal and invite that party to (a) submit information in support of the award, and (b) appear at the public hearing if one is requested. Both the public hearing on the appeal and the award of contract, if one is recommended, may appear on

the same public board agenda. Notice of the action taken by the Board will be conveyed to all bidders/proposers within a reasonable time period.

If an appeal is filed but no public hearing is requested, or if the appellant fails to appear for a requested public hearing, the Board may rule summarily on the appeal or postpone a decision until a future date. Notification of the action taken or decision made by the Board will be provided to all bidders/proposers within a reasonable time period.

If a public hearing is held, the Board will take testimony from the appellant and others that wish to speak on the matter before rendering a decision on the appeal. The Board, in its discretion, may limit the time allotted to testimony or the type of information that may be presented.

If the Board denies the appeal, it may proceed to award the contract if one is recommended on the Board agenda. If the Board upholds the appeal, then the Board may: (a) declare its intent to award to another bidder/proposer and direct staff to place a recommendation for said award on the next available Board agenda, or (b) cancel the solicitation and order the re-solicitation of bids or proposals, or (c) cancel the solicitation and order that bids/proposals not be re-solicited for at least six (6) months. The Board's decision on the appeal will be final, with no avenue for further appeal, and will be conveyed to all bidders/proposers in writing. Notification of the Board's decision will be communicated to all bidders/proposers within a reasonable time period after the decision is made.

5. Notice of protest procedure

A true and accurate summary of the rules and procedures for filing a protest, as described in II.B.1 above, will be included in any invitation for bids or request for proposals for purchases at or above the statutory bid threshold. Thereafter, a copy of the rules and procedures governing appeals will be furnished to each Protestor as part of a response to the protest. The protest procedure will also be made available on the LACCD website.

6. Recordkeeping

File records containing documentation on supplier protests and appeals, including but not limited to correspondence and written decisions, shall be maintained by the Office of the Vice President of Administrative Services or in the Office of the Director of Business Services respective to the dollar threshold of protest initiation.

Files should be kept in a chronological, complete and orderly manner as these documents constitute the administrative record for the process afforded to a specific supplier by the District in a particular case and could be exposed in potential litigation with a supplier or subject to a California Public Records Act request.

III. LEGAL AUTHORITY AND CITATIONS

Public Contract Code sections 10290, 20650-20660, 22030-22045
Education Code sections 81550 et seq, 81641, 81651
Government Code section 53060
Board Rules 7100, 7100.16 and 7102.16, 7103.6
04-02 – Types of Transactions
04-06 - Large Purchases
Government Code sections 6250-6270

Exhibit F: Cost Proposal

Schedule of Professional Fees and Expenses

**Program Management Functions Assessment
Under the BuildLACCD Organization Structure**

Please provide the hourly rates or a lump sum total amount.

	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners / In-Charge				
Managers				
Supervisory Staff				
Staff				
Other (specify)				
Subtotal for services				
Reimbursables				

Total Fee for RFP Assessment Report _____

Payment Schedule shall be as follows:

- 1.

EXHIBIT G: ACKNOWLEDGEMENT OF ADDENDA

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NO.	SIGNATURE
1.	
2.	
3.	

Except as otherwise permitted by the Instructions to Proposers this Request for Proposal shall remain open for a period of sixty (60) Days after the Date for Receipt of Proposals and during that period of time shall not, without the written consent of the District, be modified, withdrawn or canceled by the Proposer and Proposer so agrees in submitting this Proposal.

Proposer warrants and represents that this Proposal is submitted in accordance with, is subject to and complies with the requirements of the Request for Proposal Documents, including, without limitation, the Instructions to Proposers.

The undersigned hereby declares, under penalty of perjury under the laws of the State of California, that all of the statements and representations made, or incorporated by reference, in this Proposal and in the attachments submitted with this Proposal are true and correct.

Corporation Name: _____

(_____ [enter State of incorporation])

By: (Signature): _____

Name: (printed) _____

Title: _____

Business Address: _____

[Seal and Attest]

Business Telephone: _____

Business Fax: _____

Business E mail: _____

**EXHIBIT H: ACKNOWLEDGEMENT OF ADDENDA
EXCEPTIONS AND DEVIATIONS**

Corporation Name: _____

(_____ [enter State of incorporation])

By: (Signature): _____

Name: (printed) _____

Title: _____

Business Address: _____

[Seal and Attest]

Business Telephone: _____

Business Fax: _____

Business E mail: _____