



INVITATION FOR BIDS (IFB)

IFB No. 21-01

**DIGITAL MEDIA PRODUCTION SERVICES – VIRTUAL
RECOGNITION CEREMONY**

PROPOSED TIMELINE	
IFB Posted	February 8, 2021
Questions Regarding IFB due by 2:00 PM PST	February 12, 2021
Questions and Answers Posted	February 16, 2021
Bidder Response Due by 2:00 PM PST	February 22, 2021
Notice of Intent to Award	February 23, 2021
Board Meeting	March 3, 2021



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**DIGITAL MEDIA PRODUCTION SERVICES – VIRTUAL
RECOGNITION CEREMONY**

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INVITATION FOR BID– 21-01

Digital Media Production Services – Virtual Recognition Ceremony

I. PURPOSE

The Los Angeles Community College District (LACCD) seeks responses to this Invitation for Bid (IFB) from qualified companies to provide full-service digital media, video and photography production services for the primary purposes of producing separate virtual recognition ceremonies for eight colleges of LACCD to broadcast on June 8, 2021. The selected company will also be engaged to produce a district-wide African American virtual recognition ceremony scheduled to broadcast on May 25, 2021.

II. ABOUT THE DISTRICT

The Los Angeles Community College District (“District”) was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms. The District is the largest community college district in California and one of the largest in the nation.

The District serves a population of several million residents in southern California within an area of nearly 900 square miles of metropolitan Los Angeles and the County of Los Angeles that includes more than 30 incorporated cities unincorporated communities. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western 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.

In keeping with its mission, the District provides about 230,000 full and part-time students each year with comprehensive lower-division general education, career and technical education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and career preparation, civic engagement, and lifelong learning. The District has nine fully accredited colleges: East Los Angeles College, Los Angeles City College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, Los Angeles Pierce College, and West Los Angeles College. The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Tech College) to over four hundred fifty acres (Los Angeles Pierce College). In addition, the District has off-campus satellite centers: Van de Kamp Innovation Center located in Atwater Village, the South Gate Education Center in the City of South Gate, and an administrative building located near East Los Angeles College identified as the Corporate Center in Monterey Park, and the District Administrative Offices known as the Educational Services Center in downtown Los



Angeles. Within the District, taxpayer approved bond programs have helped provide new and upgraded facilities at District sites and the nine colleges, including, among other projects, newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums. The District's 2020-2021 budget totaled \$5.6 billion. This amount included \$3.9 billion of Proposition A, AA, and Measures J and CC Bonds in the Building Fund.

Student demographics of largest enrollment include more than 58.6 percent who identify as Hispanic/Latinx; 14.9 percent as White; 8.8 percent as African American, 6.5 percent as Asian. In the 2019-20 Academic Year, the District conferred several awards to students, including two-year degrees, degrees for transfer and certificates. The District maintains an active free-tuition program available to all first-time, full-time students, regardless of age, race/ethnicity or demographic background. More than 10,000 students are currently part of the Los Angeles College Promise Program. The District's commencement events, currently identified as our Virtual Recognition Ceremonies, honoring the class of 2021, serve as the culmination of a student's academic achievements--a milestone shared with those who supported, taught, mentored, and inspired the student throughout their time in an academic program.

The below chart displays the estimated number of participants in the District's virtual recognition ceremony in 2020.

Please visit www.laccd.edu where additional background information can be found about the District.

College	Estimated Number of 2020 Graduates by College
East Los Angeles College	1,507
Los Angeles Harbor College	932
Los Angeles Mission College	855
Los Angeles Pierce College	1,380
Los Angeles Southwest College	618
Los Angeles Trade Technical College	1,076
Los Angeles Valley College	1,341
West Los Angeles College	1,725
African American	500



III. GENERAL INFORMATION

This IFB contains the instructions governing the requirements for a bid to be submitted by an interested bidder, the format in which the Bid is to be submitted, the material to be included therein, and the requirements which must be met.

A. BID SUBMISSION AND OPENING DATE

The bidder shall submit to the District one printed original, and a flash drive containing the bid in Word and PDF format. Bids must be submitted in a sealed package plainly showing the bidder's legal name and marked with the words "IFB NO. 20-01: DIGITAL MEDIA PRODUCTION SERVICES – VIRTUAL RECOGNITION CEREMONY, Bid Opening Date: **February 22, 2021, 2:00 P.M.** Bids will be opened VIA ZOOM PUBLIC MEETING WHICH IS AVAILABLE FOR VIEWING BY REGISTERING [here](https://laccd.zoom.us/j/99632786150?pwd=YkJhRXh0ZHQvM2REM0pHYysvQzBjUT09).
<https://laccd.zoom.us/j/99632786150?pwd=YkJhRXh0ZHQvM2REM0pHYysvQzBjUT09>

Mail or deliver sealed bids as follows:

Los Angeles Community College District
Attention: Andrea Daniel, Procurement Specialist
770 Wilshire Blvd., 6th Floor
Los Angeles, CA 90017-3719

Bids must be received in the Procurement Office of the Los Angeles Community College District no later than **2:00 p.m., PST on February 22, 2021**. Any bid received after the time and date above may, at the District's sole discretion of the District, be returned unopened or set aside without consideration.

If a bid is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District 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. No fax, telephone or e-mailed bids will be accepted. **The District does not provide parking.**

B. QUESTIONS FROM BIDDERS/CLARIFICATIONS

Questions or comments regarding this IFB (except to inquire about the number of addendums issued) must be put in writing by e-mail to Andrea Daniel, Procurement Specialist, at danielar2@laccd.edu and received by LACCD no later than 2:00 PM PST on February 12, 2021.

The District shall not be obligated to answer any questions received after the above-specified deadline or submitted in a manner other than as instructed above. Written responses to questions will be posted on the website at <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Bids.aspx>



C. IFB ADDENDA

If it becomes necessary for the District to revise any part of this IFB, or to provide clarification or additional information after the IFB is released, a written addendum will be posted on the website <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Bids.aspx>.

All addenda issued shall become part of the IFB, and bidders shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in their response. Failure of the bidder to receive Addenda shall not relieve the bidder from any obligation under its bid as submitted. The Bidder shall identify and list in its bid all Addenda received and included in its bid; failure to do so may be asserted by the District as a basis for determining the bid non-responsive. All questions and answers shall be incorporated in the IFB which will be part of the awarded contract.

D. MEETING BID SPECIFICATIONS

The services offered by bidder must meet the specifications as described in this Bid Form. The District reserves the right to reject as non-responsive any bid that does not meet the specifications as herein described.

E. INTERPRETATION OF BID DOCUMENTS

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

F. REQUIREMENTS

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

G. REFERENCES



The Bidder shall provide a list of at least three (3) references to which Bidder has provided comparable services during the last two years. Include name, address, contact person, email address and the telephone number of the contact person.

H. WITHDRAWAL OF BID

The bidder may withdraw a previously submitted bid at any time prior to the bid submission deadline.

I. AUTHORIZED SIGNATURES

Exhibits A through F 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 is unable to accept any bid submitted without these statements completed and signed by the bidder's authorized signatory.

J. BID PRICE TO BE ACCURATE, COMPLETE AND VALID

The Bidder must provide price information on Bid Page ([Exhibit A](#)) and other information identified in Exhibit A. Failure to do so may invalidate the bid. The price bid must be accurate, complete and must be valid throughout the initial term of the contract. The bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for error or price increases that the bidder later alleges are retroactively applicable.

K. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the bidder in: (1) preparing its bid in response to this IFB; (2) submitting that bid to LACCD; (3) negotiating with LACCD any matter related to this IFB, 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 IFB. LACCD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by bidders.

L. NO COMMITMENT TO AWARD

Issuance of this IFB and receipt of bids does not commit LACCD to award a contract. LACCD expressly reserves the right to postpone bid opening for its own convenience, to accept or reject any or all bids received in response to this IFB, to negotiate with more than one bidder concurrently, or to cancel all or part of this IFB. Any contract awarded shall be subject to the approval of the LACCD Board of Trustees

M. JOINT OFFERS

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

N. AUTHORIZATION TO DO BUSINESS



All bidders must be authorized to do business in California upon award.

O. BASIS OF AWARD

The award will be made to the lowest responsive/responsible bidder who has met the minimum qualifications required and whose bid meets the specifications described herein having the lowest priced base bid package for a complete virtual recognition ceremony. Any additional services beyond the base bid package requested shall be considered “optional” and is not considered as a basis for award.

P. PROPOSED CONTRACT

The bidder selected for contract award through this IFB shall be required to enter into a written agreement with LACCD. The Sample Services Agreement presented in [Exhibit F](#) of this IFB is the agreement proposed for execution with the successful bidder. 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 offer or the outcome of contract negotiations, if any, conducted with the bidder. **Exceptions to the terms and conditions of the Sample Services Agreement, or the bidder's inability to comply with any of its provisions of the Sample Services Agreement, must be declared in the bid, as provided in the following Section, Exceptions and Deviations.** 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 offer or the outcome of contract negotiations, if any, conducted with the bidder. Exceptions to the terms and conditions of the Sample Agreement, or the bidder's inability to comply with any of the provisions of the Sample Agreement, must be declared in the bid.

The bidder's attention is directed particularly to Section 15 in the Sample Services Agreement, which specifies the minimum insurance requirements that must be met by the successful bidder. **The bidder's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the bid.** Failure to meet the minimum insurance requirement stated will deem a bidder non-responsible. Evidence of such insurance will be requested prior to contract execution.

Q. EXCEPTIONS/DEVIATIONS

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this IFB, or the terms and conditions contained in the Services Agreement, must be declared in writing in Exhibit E within the bid; failure to do so will prevent bidder from asserting its inability to comply with the terms or conditions later on. Such exceptions or deviations must be segregated as a separate element of the bid under [Exhibit E](#) - "Exceptions and Deviations to Services Agreement." The District will make a good faith effort to consider contractual issues identified by bidders and LACCD requires all proposing bidders to similarly make a good faith effort to comply with the District's sample agreement terms and conditions. Bids that mandate the use of bidder standard services contract, rather than utilizing the District's standard services contract will result in that bidder's bid being judged non-responsive and these bids will be



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

Section 7 – Term of Agreement
Section 18 - Governing Law and Venue
Section 19 – Non-Discrimination
Section 22 – Board Authorization
Section 27 – Requirements of Federally Funded Contracts

R. TERM OF CONTRACT

The contract awarded through this bid will be effective for a period beginning approximately on March 4, 2021 to August 15, 2021.

S. EXEMPTION FROM DISCLOSURE

Bids will remain confidential in their entirety until the public bid opening. All bids submitted will become the property of the LACCD and a recommendation of an award will be submitted to the LACCD Board of Trustees for approval. The bidder must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the bidder claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any bidder claiming such an exemption must also state in the bid that “the bidder agrees to indemnify and hold harmless the LACCD, its Board of Trustees, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party.” Failure of a bid to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act. Moreover, a bidder’s identification of a document as “proprietary” or “confidential” does not automatically confer exclusion from disclosure under the Public Records Act.

T. PROTESTS

Any bidder that has provided a sealed bid to the District 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 bidder has complied with PP-04-09, Bid Protest and Appeals. <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Documents/04-09-bid-protest-and-appeal.pdf>.

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



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

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

U. ACCEPTANCE OF BID

Final acceptance of a bid shall be made by the Board of Trustees at a public meeting within approximately (120) days from the date of the bid submission deadline. The District reserves the right to reject any and all bids, if it deems that such action is in the best interest of the District, and to withdraw the bid and discontinue the bid process. The District also reserves the right to waive any and all technicalities and non-substantive defects in any bid.

V. 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 lowest bid, or reject all bids and solicit new bids at that time.

IV. BID CONTENT AND FORMAT

Bidders are cautioned to keep the bid pages intact and return all of the following documents when submitting their bid. Failure to submit the complete bid pages may invalidate the bid. This IFB and the successful bid will become a part of any contract that is executed as a result of this IFB. Any bid attachments, documents, letters and materials submitted by the bidder will be binding and may also be included as part of the contract.

A. TITLE PAGE

Title page with bidder name, the title *Bid – Digital Media Production Services – Virtual Recognition Ceremony– IFB No. 21-01-*, and the Bid Submission Deadline date.

B. TRANSMITTAL LETTER/INTRODUCTION

The letter of transmittal shall be addressed to the Procurement Office and must, at a minimum, contain the following:

- identification of the firm, including name, address and telephone number of the firm;
- name, title, address and telephone number and email address of contact person;



- a statement to the effect that the bid shall remain valid for a period of not less than 120 days from the due date for submittal;
- signature of a person authorized to bind the bidder to the terms of the IFB.

C. TABLE OF CONTENTS

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

D. REFERENCES

The Bidder shall provide a list of at least three (3) references to which Bidder has provided comparable services during the last two years. Include name, address, contact person, email address and the telephone number of the contact person.

E. SAMPLE VIDEO

Bidders should submit a 3-minute or less colored graphic video production they have produced for an education institution, or similar entity, that highlight special events similar to a virtual or in-person recognition / commencement ceremony. The sample video should include musical accompaniment and captioning.

F. MANDATORY DOCUMENTS BIDDER MUST SUBMIT WITH ITS BID

[Exhibit A](#) - Completed and signed Bid Page, including minimum qualification questionnaire and past project experience information.

[Exhibit B](#) - Completed and signed Noncollusion Affidavit

[Exhibit C](#) - Completed and signed Non-Discrimination Certification

[Exhibit D](#) - Completed and signed Confidentiality Agreement

[Exhibit E](#) - —Acknowledgement of all addenda issued by the District

[Exhibit F](#) - Completed and signed Exceptions and Deviations to Sample Agreement

V. SCOPE OF SERVICES

The Los Angeles Community College District (LACCD) seeks responses to this Invitation for Bid (IFB) from qualified companies to provide full service digital media, video and photography production services for the primary purposes of producing separate virtual recognition ceremonies for eight colleges of LACCD to broadcast on the same day - June 8,



2021. The selected company will also be engaged to produce a district-wide African American virtual recognition ceremony scheduled to broadcast on May 25, 2021.

The virtual recognition ceremonies will occur on the same date in June, lasting up to about three hours each, while the African American virtual recognition ceremony will be on different day and vary in length. In 2020, the district-wide total of graduating student eligible to participate was about 7,800, of which about 4,000 did participate in their college's virtual ceremony. Per college, student participants ranged from about 300 to 800 per ceremony, plus guest speakers, keynotes and other segments.

LACCD anticipates each college virtual recognition ceremony video will have similar elements, including some common speakers and scripting organization (such as openings, closings, keynotes and student recognitions), but each college has a desire to make its video branded and unique. The African American virtual recognition ceremony event will also have the same common elements as noted here.

The company selected will therefore have to provide documented experience in complex project management for concurrent broadcast-quality, digital media productions with a full-service, turnkey approach and personnel, from pre-production through product development and post-production, for custom virtual recognition ceremony videos unique to each college.

The company selected will provide full production, logistics and technical support to the eight colleges and the District, the LACCD Virtual Commencement Taskforce, the college's **eight (8)** virtual recognition ceremony committees and the committees for the African American virtual recognition ceremony committees, as requested, in all aspects of production to complete all videos on time per the schedules to be developed and approved between the company and the various LACCD groups identified here during pre-production meetings. The selected company should expect very tight timelines and active oversight participation by the District and the colleges on the final products.

Services provided also must include the proven ability to manage and stream the colleges' videos on the same day, but on separate platforms with overlapping schedules on up to 30 social media platforms (Facebook, YouTube and Twitter per each college and the District) that may have different scales, standards and other requirements, per platform, including closed captioning, lower thirds, graphics and other technical quality or Americans with Disabilities Act (ADA) requirements.

It is anticipated that, due to the COVID-19 pandemic, video production of persons will be done in remote settings, primarily online and that in-person, live-to-tape will be limited and must be approved in advance. Individual recordings of persons talking, singing or playing musical instruments may need to be edited and spliced together in a visual, group montage. It is expected that the selected company will be familiar with and shall conduct all productions under



the prevailing Health Orders by the Los Angeles County Department of Public Health for the health, safety and protection of all participants in front of or behind the camera.

LACCD and the colleges shall retain all rights to all materials produced or used for these videos. No re-use of any of the materials shall be granted to the company selected without the expressed written consent by LACCD as determined by its Board or its designee in consultation with its Office of General Counsel. Any media announcement or marketing materials by the company selected that it is working, or did work, with LACCD, its colleges or affiliated committees must be approved in advance of release by the District's Office of Communications and External Relations.

Bidders must review the services in this section and in responses to this notice provide an all-inclusive base bid price for services common to all Virtual Recognition Ceremonies. The base-bid pricing will be the basis for the award. In addition, the vendor should provide an hourly rate for additional "add-on" services to include time and materials.

LACCD and the colleges anticipate the successful company will be expected to provide upon request some or all of the following skilled digital video production and support services including, but not necessarily limited to, the following:

VI. MINIMUM QUALIFICATIONS

Bidders should meet the minimum qualifications listed below. Please also see Minimum Qualifications Questionnaire in [Exhibit A](#).

- Possess at least five years as an established, full service digital media, video and photographic production company
- Demonstrated experience working with higher education institutions or similar entities that highlight special events, similar to virtual recognition ceremonies, at the same time which had tight deadlines
- Understanding of the digital video production standards in 1080i, scaling and sizing for different formats while retaining image quality and consistency
- Experience with creating virtual recognition ceremonies supporting 2,500 students, or more, per college
- Full personnel and staffing resources including outsourcing and/or union personnel as required to support the creation and deployment of eight, unique, simultaneous Virtual Recognition Ceremonies on the same day, and, a District-Wide African American Virtual Recognition Ceremony



- Demonstrated technology capacity to support streaming eight virtual recognition ceremonies, or similar events, on the same day with overlapping schedules on multiple platforms
- Experience working in large, complex organizations and group settings for pre-production, production and post-production settings for feedback, quality control and direction from the colleges and the District in higher education settings
- Experience streaming large-scale broadcast quality video production events online and on multiple platforms simultaneously
- Experience uploading and managing social media content to multiple platforms including addressing music licensing concerns
- Knowledge and application of ADA requirements, including closed caption in multiple languages
- Membership in and adherence to ethical standards and quality by peer industry organizations such as the Academy of Television of Arts and Sciences
- Bidders must submit a three (3) minute or less color demonstration video in .mp4 file format of Vendors' capabilities as noted in the Scope of Services of this IFB. The video should include musical accompaniment and captioning.
- California business license issued by the State of California or city in California
- Minimum of \$1,000,000 per occurrence of general liability insurance and \$1,000,000 of Worker's Compensation insurance. (Proof of insurance will be required and requested prior to contract execution.)



**EXHIBIT A
 BID FORM AND MINIMUM QUALIFICATIONS QUESTIONNAIRE**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

A. Bidder must provide an all-inclusive base bid for the Virtual Recognition Ceremonies in accordance with the Scope of Work in IFB 20-01. The Base Bid Amount will be the basis for award.

The award will be made to the lowest responsive/responsible bidder whose bid meets the specifications described herein and shall be based on the lowest all-inclusive base rate for providing a Virtual Recognition Ceremonies as described above. This contract will be for a four-month period beginning approximately March 4, 2021 to August 15, 2021.

Please note: The deadline to create, complete and provide the Virtual Recognition Ceremonies for all eight colleges is **Friday, June 4, 2021. The deadline for the African American Virtual Recognition Ceremony is **May 21, 2021**.*

SERVICE

BASE BID RATE

Base Bid (BASIS FOR AWARD)¹: To provide an all-inclusive Virtual Recognition Ceremony for all eight colleges as described in Section V: Scope of Services Items 1-23 listed above and adherence to the minimum qualifications identified in the IFB 20-01 narrative.

\$ _____

SERVICE

HOURLY RATE

Additional Add-On Services² - : The add-on services include item numbers 24-27 identified in the Section V Scope of Services and any other requirements identified by the college virtual recognition committees as additional work not included in Section V. Bidder should identify a fully burdened rate.

\$ _____

The undersigned bidder, having become familiar with the specifications, general contract conditions, bid conditions and instructions for completing the Bid Form, hereby offers to provide the services in accordance with its bid and subject to the terms and conditions set forth herein by references and attachments.

¹ The Base Bid Rate should be quoted for all eight colleges and the district-wide African American Ceremony
² The Hourly Rate for Add-On Services should be a fully-burdened rate and include Time and Materials.



**EXHIBIT A
BID FORM AND MINIMUM QUALIFICATIONS QUESTIONNAIRE**

BIDDER _____
(Type or Print Complete Legal Name or Firm)

Check One:

BY _____
(Signature – Wet Ink - This must be signed by an individual)

Sole Ownership

DATE _____

Partnership

Corporation

Other (Specify)

Printed Name _____

Title _____

EIN or SSN of Bidder _____

Street Address _____ Phone (____) _____

City _____ State _____ Zip Code _____



EXHIBIT A
BID FORM AND MINIMUM QUALIFICATIONS QUESTIONNAIRE

B. The questions appearing below constitute <u>minimum qualifications</u> that are required to be met by VENDOR to be eligible to bid. Evaluation is on a pass/fail basis. A “no” answer to any question shall result in automatic disqualification.		
COUNT	MINIMUM QUALIFICATIONS	YES OR NO
1	Is it true that Vendor has at least five years as an established, full service digital media, video and photographic production company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is it true that Vendor has a minimum of five years of demonstrated experience working simultaneously on a variety of complex video projects involving dozens of on-camera talent under tight deadlines and schedules?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Is it true that Vendor has completed at least eight one-hour or longer videos for education institutions, or similar entities, that highlight special events similar to commencements or virtual recognition ceremonies?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	In the last two years, is it true that Vendor has produced videos using 1080i standards that can be scaled and sized for different formats while retaining image quality and consistency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Is it true that Vendor has full personnel and logistical resources to support its ability to successfully meet the base bid requirements identified in this IFB?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Is it true that Vendor has full personnel and logistical resources to meet the base bid for creating virtual content that highlight as many as 15,000 students with information profile slides branded to their college?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Is it true that Vendor has the technology hardware and software capacity to support the coordinated, simultaneous broadcast streaming of eight virtual recognition ceremonies on the same day with overlapping schedules on up to 30 social media and online platforms?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Is it true that Vendor can provide high resolution 300 dpi and/or TIFF 35mm digital photography services and images?	<input type="checkbox"/> Yes <input type="checkbox"/> No



EXHIBIT A
BID FORM AND MINIMUM QUALIFICATIONS QUESTIONNAIRE

B. The questions appearing below constitute <u>minimum qualifications</u> that are required to be met by VENDOR to be eligible to bid. Evaluation is on a pass/fail basis. A “no” answer to any question shall result in automatic disqualification.		
COUNT	MINIMUM QUALIFICATIONS	YES OR NO
9	Is it true that Vendor has experience working for or within large, complex organizations and group settings for pre-production, production and post-production settings for feedback, quality control and direction in education institutions or similar entities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Is it true that Vendor has experience in musical scoring its videos produced, possesses the knowledge and has obtained the required licensing rights for such music utilized in its video productions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Is it true that Vendor has knowledge of and experience in applying ADA requirements in making digital media and/or video productions accessible to persons with disabilities which includes applying closed caption in multiple languages?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Is it true that Vendor adheres to ethical standards and quality, with peer industry organizations such as the Academy of Television of Arts and Sciences?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Has the vendor submitted a link via YouTube or Vimeo, with this IFB, of a three-minute or less color demonstration video in .mp4 file format of Vendors’ capabilities as noted above, which features an example of videos produced to include musical accompaniment and captioning? Please note: Vendor should also submit the same video via .mp4 on a flash drive with the IFB.	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Is it true that the Vendor currently holds a California Business License either issued by the State of California or a municipality in the State of California? [Vendor should include evidence of license attached to its bid submittal.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Is it true that the Vendor <u>has not</u> been debarred from contracting with a state or local authority, agency, department or special district (including, without limitation, any school district or community college district)? (If the	



**EXHIBIT A
 BID FORM AND MINIMUM QUALIFICATIONS QUESTIONNAIRE**

B. The questions appearing below constitute <u>minimum qualifications</u> that are required to be met by VENDOR to be eligible to bid. Evaluation is on a pass/fail basis. A “no” answer to any question shall result in automatic disqualification.		
COUNT	MINIMUM QUALIFICATIONS	YES OR NO
	Vendor is a Project Joint Venture, then answer on the basis of the experience of the Principal Managing Partner of the Project Joint Venture)	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Is it true that Vendor carries a minimum of \$1,000,000 per occurrence of general liability insurance, \$1,000,000 of Worker’s Compensation insurance per accident, at least \$1,000,000 of professional liability per incident and business auto liability insurance with limits no less than \$1,000,000? These items are noted in Exhibit G. (Proof of insurance will be required and requested prior to contract execution.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

BIDDER _____
 (Type or Print Complete Legal Name or Firm)

Check One:

BY _____
 (Signature – Wet Ink - This must be signed by an individual)

Sole Ownership

DATE _____

Partnership
 Corporation

Other (Specify)

Printed Name _____

Title _____

EIN or SSN of Bidder _____

Street Address _____ Phone (____) _____

City _____ State _____ Zip Code _____



EXHIBIT A
BID FORM AND MINIMUM QUALIFICATIONS QUESTIONNAIRE

C. PAST PROJECT EXPERIENCE / REFERENCES

The following table requests references showing Vendor’s general experience in public contracts or with similar entities. Failure or inability to provide the required number of past projects requested shall result in disqualification.

Please list the contracts and their respective contract values that the Vendor has completed in the past three (3) years. For each project listed state: (a) the project name; (b) a general description of the Vendor’s scope of performance required under the contract; (c) the total dollar amount of the contract; (d) the name, address and telephone number of a representative for the project owner who may be contacted as a reference; (e) the date of actual completion of the contract from start date of contract and (f) whether the contract was completed within the contractual time and budget or price provided for in the contract.

REFERENCES					
(a) Project Name	(b) Description / Scope of Work	(c) Dollar \$ value of contract	(d) Reference Contact Information (NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL ADDRESS)	(e)Length for Completion	(f) Completed within timeline and budgeted amount? (Y/N)
1.					
2.					
3.					



EXHIBIT A
BID FORM AND MINIMUM QUALIFICATIONS QUESTIONNAIRE

I certify that as the authorized representative of the Vendor named herein that I have the authority to legally bind the Vendor to the responses above and understand that at any time such responses are discovered or determined to be untrue or incorrect that such occurrence will disqualify my company from consideration in this Invitation for Bid.

VENDOR REPRESENTATIVE NAME : _____

POSITION: _____

SIGNATURE: _____

DATE: _____



EXHIBIT B

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

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

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

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____ City

_____ State Zip _____



EXHIBIT C

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

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

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

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

By _____
(Signature)

Name _____ (Type
or Print)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT D
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 Bidder

By: _____
Authorized Officer



**EXHIBIT E
 ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

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

By _____
 (Signature)

Name _____
 (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



**EXHIBIT F
EXCEPTIONS AND DEVIATIONS TO SERVICES AGREEMENT**

The Bidder acknowledges it has seen and reviewed the Services Agreement in [Exhibit G](#) and attests to the following:

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

Section 7	Term of Agreement
Section 15	Governing Law & Venue
Section 19	Non-Discrimination
Section 22	Board Authorization
Section 27	Requirements for Federally-Funded Contracts

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

We have no exceptions or deviations to the Implementation Services Agreement

We have the following or the attached exceptions and/or deviations to the Implementation Services Agreement.

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



EXHIBIT G

**SAMPLE FORM AGREEMENT
SERVICES AGREEMENT**

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT ("District")

770 Wilshire Boulevard

Los Angeles, California 90017

("District")

("Contractor")

DATE:

TERM OF AGREEMENT: One year with four one-year (subject to satisfactory annual review) option periods, with a Effective Start date of January 1, 2021 upon approval by the Board of Trustees of the Los Angeles Community College District on February 1, 2021.

RECITALS

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

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



EXHIBIT G

**SAMPLE FORM AGREEMENT
SERVICES 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(the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.

2. **KEY PERSONNEL.** 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.

3. **CONTRACT DOCUMENTS.** The complete contract between the Contractor and the District includes the following documents as applicable: the advertisement for Request For Proposals, the RFP conditions, requirements and specifications, the Contractor's proposal and its acceptance by the District, the District’s contract, 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.

4. **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



EXHIBIT G

SAMPLE FORM AGREEMENT SERVICES AGREEMENT

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.

5. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-Chancellor of Finance and Resource Development, or designee, at the District Educational Services Center.
6. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
7. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
8. **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.
9. **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.
10. **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



EXHIBIT G

SAMPLE FORM AGREEMENT SERVICES AGREEMENT

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.

11. **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.
12. **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.
13. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
14. **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



EXHIBIT G

SAMPLE FORM AGREEMENT SERVICES AGREEMENT

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 uncopied composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

Each party hereto (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless to the other party, and its affiliates, successors, assigns, directors, officers, employees, and agents, from and against any and all losses, claims, liens, liabilities and expenses whatsoever, arising from or relating to the performance of this Agreement but only to the extent of the Indemnifying Party's fault hereunder.

15. **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,



EXHIBIT G

SAMPLE FORM AGREEMENT SERVICES AGREEMENT

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.
- d) Business auto liability insurance with coverage at least as broad as provided by Insurance Services office form CA 00 01 with limits not less than one million dollars (\$1,000,000) combined single limit, including owned, non-owned, and hired autos;

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.

16. **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



EXHIBIT G

SAMPLE FORM AGREEMENT SERVICES AGREEMENT

agreement may be amended only in a writing signed by both parties.

17. **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.
18. **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.
19. **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.
20. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
21. **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.
22. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned



EXHIBIT G

SAMPLE FORM AGREEMENT SERVICES AGREEMENT

upon approval by the District's Board of Trustees.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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



EXHIBIT G

**SAMPLE FORM AGREEMENT
SERVICES AGREEMENT**

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.

- 28. **DISTRICT AUTHORITY.** . The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind the District contractually. Persons acting in positions not specified above or having specific delegated authority the Board of Trustees and those in the capacity as project managers or consultants to the District do not have authority to: (1) obligate or commit the District to any payment of money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be done or materials, equipment or supplies to be delivered.

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

-DISTRICT-

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

By

- CONTRACTOR -

By