



## REQUEST FOR PROPOSAL (RFP)

NO. 22-06

### **DIGITAL PRODUCT ACCESSIBILITY EVALUATION SERVICES**

<b>RFP SCHEDULE</b>	
RFP Posted	Thursday, July 14, 2022
Questions regarding this RFP by 2:00 pm	Thursday, July 28, 2022
Questions and answers posted to web	Friday, August 5, 2022
Proposal Submission Deadline Due by 2:00 pm PST	Friday August 12, 2022
Tentative Award Date	September 14, 2022
Board Date for Approval	Wednesday, October 12, 2022

**CONTRACTS UNIT**  
**770 Wilshire Boulevard, 6th Floor**  
**Los Angeles, CA 90017-3719**  
**213. 891.2276**



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## **1. INTRODUCTION**

### **1.1. Purpose of RFP**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified, experienced service providers who will be able to provide digital product accessibility evaluation services. Companies should be able to provide evaluations of products using the Revised 508 Standards and WCAG 2.1 AA accessibility standards, or as updated during the contract period. Our goal is to ensure all digital content used by students or which is public facing is accessible for users of all abilities.

The LACCD acknowledges its obligation to comply with all Federal and State laws that require it to provide equal opportunities to students with disabilities by ensuring equal levels of communication; and requires compliance with these laws by the vendors with whom it contracts for these services.

It is the intent of the District to issue multiple contracts for digital product accessibility evaluation services as a result of this RFP. Each contract awarded through this RFP will be effective for a period of one year. In addition, LACCD reserves the right to renew for additional one-year periods, not to exceed a total of five (5) contract years.

### **1.2. About the District**

The 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.

LACCD serves a population of several million residents in southern California within an area of 882 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. 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 comprehensive lower-division general education, occupational 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 occupational preparation, citizenship, and lifelong learning. The Western Association of Schools and Colleges accredits each of the nine colleges.



The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Technical College) to over four hundred fifty acres (Los Angeles Pierce College). Facilities include 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 nine colleges are: [Los Angeles City College](#), [East Los Angeles College](#), [Los Angeles Harbor College](#), [Los Angeles Mission College](#), [Los Angeles Pierce College](#), [Los Angeles Southwest College](#), [Los Angeles Trade-Technical College](#), [Los Angeles Valley College](#) and [West Los Angeles College](#). The satellite locations are: 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. The nine colleges range in size from about 22 acres (Los Angeles Trade-Technical College) to more than 450 acres (Los Angeles Pierce College). Some of the colleges, like Trade-Technical, founded in 1925, pre-date the District and were brought into the District. Others were created and built as the District expanded to its current configuration. The District is engaged in current campus expansion as part of the "BuildLACCD" program; additional facilities may be added at the discretion of the District. Basic campus facts with current enrollments, acreage and buildings are provided in Appendix B – Cost Structure.

The District's [2020-2021 Fiscal Year budget](#) from all funds and sources is \$5.4 billion, of which nearly \$4 billion is for the District's capital improvement and construction program, "[BuildLACCD](#)."

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

A breakdown of student demographic information can be found online at: <http://laccd.edu/Departments/EPIE/Research/Pages/Enrollment-Trends.aspx>

Student Enrollment Information (YEAR) includes:

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 nearly 30,000 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. In addition, 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.

Over the last several years, the District has successfully sponsored pioneering legislative proposals that have made significant progress toward increasing access to a high-quality community college education for California's students. As a result, the District is publicly recognized as a leader and advocacy resource in progressive higher education legislation.

## **2. GENERAL GOALS AND SCOPE OF SERVICES**

### **2.1. General Goals**

The District is seeking to award a personal services contract to qualified service vendor(s) with a minimum of five (5) years of experience in nature and scope to the services required, preferable having been provided services for higher education customers.

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

### **2.2. Scope of Services**

The Scope of Services that the District seeks to acquire is described in Appendix A – Scope of Services of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise, sample content testing, and proposed method or approach.

### **2.3. Term of Contract**

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of one year. The contract may be renewed for additional one (1) year period for a maximum of five (5) years, upon mutual consent of the parties or unless terminated earlier in accordance with the provisions specified in District's Standard Agreement. Either party may terminate the contract with no less than 30 days written notice of the intent to terminate the contract.



### **3. GENERAL INFORMATION AND GUIDELINES**

#### **3.1. District Contact Person**

Marcia Webb  
Procurement Specialist  
Los Angeles Community College District  
Procurement Unit, 6<sup>th</sup> Floor  
770 Wilshire Boulevard  
Los Angeles, CA 90017-3719  
TEL: 213.891.2288  
email: [WEBBMS@LACCD.EDU](mailto:WEBBMS@LACCD.EDU)

#### **3.2. Internet Access to this RFP**

All materials related to the RFP will be available on the internet at:

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

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

Failure to obtain clarifications and/or addenda from the website shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials.

#### **3.3. Unauthorized Communications**

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





the RFP evaluation or scoring processes. Unauthorized communication by a Proposer in violation of the foregoing may result in disqualification.

### **3.4. Interested Parties**

Providers who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be “interested in,” more than one Proposal. For purposes of this paragraph, “interested in” means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

### **3.5. Proposer Clarifications**

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

### **3.6. False Information**

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

### **3.7. District Confirmation**

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



**3.8. No Joint Offers Accepted**

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, "DISTRICT" intends to contract with an individual provider and not with multiple providers doing business as a joint venture. Accordingly, where two or more providers desire to join in preparing and submitting Proposals, they should do so on a prime- subcontractor basis, rather than as a joint venture or informal team. The provider acting as the "prime", if it receives the Award, will enter into the Agreement with the District.

**3.9. District Determinations**

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

**4. INSTRUCTIONS AND GENERAL CONDITIONS**

**RFP Instructions and General Conditions**

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

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

**A. RFP Schedule**

<b>RFP SCHEDULE</b>	
RFP Posted	Thursday, July 14, 2022
Questions regarding this RFP by 2:00 pm	Thursday, July 28, 2022



Questions and answers posted to web	Friday, August 5, 2022
Proposal Submission Deadline Due by 2:00 pm PST	Friday August 12, 2022
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Board Date for Approval	Wednesday, October 12, 2022

*The District reserves the right, at any time to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.*

**B. Proposal Submission**

The proposer shall submit to the District one (1) **printed original and seven (7) copies of its proposal, together with one (1) copy of a USB drive containing an electronic version of the proposal in Microsoft Word format, addressing each of the items in this RFP and must be received by the District** no later than **2:00 p.m. on Friday, August 12, 2022**. Proposals are to be enclosed in a sealed package displaying the proposer’s name and the words: **“PROPOSAL RESPONDING TO RFP 22-06: DIGITAL PRODUCT ACCESSIBILITY EVALUATION SERVICES”**

***Mail or deliver proposals to:***

*Los Angeles Community College District  
770 Wilshire Blvd, 6<sup>th</sup> Floor  
Los Angeles, California 90017  
ATTN: Marcia Webb  
Procurement Specialist  
Procurement Unit*

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

*Proposals must be received by 2:00 p.m., PST on **August 12, 2022**. Any proposals received after the time and date above may at the District’s sole discretion of the District, be returned unopen or set aside without consideration.*

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer



to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking.

**District does not provide parking accommodations to proposers submitting proposals.**

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

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

All proposals must be provider offers subject to acceptance by "DISTRICT" and may not be withdrawn for a period of 180 calendar days following the Proposal Submission Deadline. Proposals may not be amended once submitted to "DISTRICT", except as permitted by "DISTRICT."

**C. Interviews/Demonstration**

The District will not conduct interviews.

**D. Meeting RFP Specifications**

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

**E. Proposed Information to be Accurate, Complete and Valid**

The Proposer must provide information including, but not limited to, fees for all offered services based on the scope of services, which is set forth in Appendix A – Scope of Services.

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



## F. Authorized Signatures

Exhibits A through E must all be signed by the Proposer's authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District is unable to accept any proposal submitted without these statements completed and signed by the Proposer's authorized signatory.

## G. Authorization to Do Business

All Proposers **must be authorized to do business in California**. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with its proposal a copy of a current business license issued in California. **If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of submission of the proposal. The Proposer shall provide the corporate number issued by the Secretary of State with its proposal. If the Proposer is a government entity, the Proposer must provide the relevant statutory authority that permits participation to provide safety and security services in California.**

Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement.

## H. Requirements

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



## **I. Questions about RFP**

Questions are to be submitted in writing by email to Marcia Webb, at email address: [webbms@laccd.edu](mailto:webbms@laccd.edu) on or before **2:00 p.m. Pacific Standard Time, Thursday, July 28, 2022. Please include "RFP 22- 06" in the subject line.**

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 deadline or submitted in a manner other than as instructed above.

Written responses will be posted on the website:

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

**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.**

## **J. RFP Addenda**

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

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

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

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



### **K. Interpretation of Documents**

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

### **L. Withdrawal/Proposal Irrevocable for 180 Days**

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

### **M. Exemption from Disclosure**

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been approved by the LACCD Board of Trustees. All proposals submitted will become the property of the LACCD. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that "the provider agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a



proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

### **N. Pre-Contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by the Proposer to: (1) Prepare its proposal in response to this RFP; (2) Submit that proposal to "DISTRICT"; (3) Negotiate with "DISTRICT" on any matters related to this RFP, including a possible contract; and (4) Engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. "DISTRICT" shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.

### **O. Subcontractors**

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

### **P. Immaterial Defect in Proposal**

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

### **Q. Oral Communications**

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





## **R. RFP as Part of Final Contract**

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

## **S. Proposed Contract**

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for professional services presented in Exhibit F of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any.

**Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.**

## **T. Exceptions/Deviations**

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

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

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



**these proposals will be rejected.**

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

The Proposer's attention is again directed to sections 12 and 13 of the Professional Services Agreement, which specify the indemnity clause and the minimum insurance requirements that must be met by the successful Proposer. The Proposer's inability or unwillingness to meet these requirements as a condition of award of an Agreement must be stated as an exception in the proposal.

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

**U. No Commitment to Award**

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

**V. No Agreement Until Signed**

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

**W. News Releases**

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



## **X. Use of District Employee's Names**

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

## **Y. Adjustments to Contract**

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

## **Z. Contractor Evaluation**

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

## **AA. Termination or Cancellation**

The District reserves the right to terminate any contract awarded through this RFP by providing six (6) months written notice to the Contractor.

## **BB. Protests**

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

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

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

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



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

## **CC. Executive Order N-6-22 Economic Sanctions Against Russia**

### **Notice to All Contractors and Entities Doing Business with Los Angeles Community College District**

On March 4, 2022, Governor Gavin Newsom issued **Executive Order N-6-22 (EO)** regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. As a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Failure to comply may result in the termination of contracts or grants, as applicable.

## **DD. Other District Rights**

The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

## **5. PROPOSAL CONTENT AND FORMAT**

### **5.1. 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, on responsiveness to the RFP requirements, and on completeness and clarity of the proposal's content.

This RFP and the selected proposal response will become a part of any Agreement that is executed as a result of this RFP between the District and the Contractor. Any proposal attachments, documents, letters and materials submitted by the proposer shall be binding and may be included as part of any final Agreement.



Each provider submitting a proposal must follow the instructions contained in this RFP in preparing and submitting its proposal. The proposing provider is advised to thoroughly read and follow all instructions. A proposal must contain all of the information in the order and format indicated below. All terms and conditions set forth in this RFP will be deemed to be incorporated by reference in their entirety into any response submitted by your provider.

All proposals received and any information contained therein, are subject to disclosure in accordance with the California Education Code. Interested providers must respond to all of the questions listed below.

## **5.2. Required Components of the Proposal**

### **5.2.1 Required Format of Proposals**

In order to adequately compare and evaluate proposals objectively, all proposals ***must*** be submitted in accordance with the format below.

In your proposal please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFP.

Proposals are to be submitted in 8 1/2" x 11" size, typed in a font size no less than 12 and submitted in paper form, single-sided, bound with a simple method of fastening. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material.

**Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.**

Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate Provider's capabilities may also be included as addenda to a submitted proposal.

Proposers should use the following outline in organizing the contents of their proposals. See details in Section 5.2.2

Cover Page  
Transmittal Letter  
Table of Contents



Specifications of Scope of Work

References

Cost

Appendices:

Appendix A: Scope of Work

Appendix B: Cost Structure

Appendix C: Authorization to Contract

Appendix D: Mandatory Documents (Exhibits A- E, and Exhibit H)

## **5.2.2 Required Content of Proposals**

### **1. Cover Page**

A cover page with the Proposer's name, the title, "RFP 22-06: Digital Product Accessibility Evaluation Services" and submission due date and time. The Proposer should provide the corporate number issued by the California Secretary of State, unless it is a public agency. (Please see 4.G Authorization to Do Business)

### **2. Transmittal Letter**

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

- Identification of the offering vendor(s), including name, address email address and telephone number;
- An acknowledgement of RFP addendum and/or addenda, if any;
- Name, title, address, telephone number and email address of contact person during period of proposal evaluation
- A statement that the proposal shall remain valid for a period of not less than six (6) months, (180 days), from the due date for submittal
- Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act

**A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District.**



- Signature of a person authorized to bind the offering provider to the terms of the proposal
- Name and address of operating provider, names of owners or principals of provider. Also include a completed W-9.
- Provide resumes describing the education and work experience for each of the key staff that would be assigned to this project. Project manager shall have a minimum of five (5) years' experience in managing and providing services identified in the RFP. Any additional key staff members shall have a minimum of three (3) years of experience in their field of expertise.

### **3. Table of Contents**

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

### **4. References**

***Each proposer shall include with its proposal, copies of recent letters of reference from no less than three (3) of its current clients.*** The proposer shall describe the work it performed or is performing for each client and include the name, job title, address and telephone number of a contact person for each reference (admittedly, this information may already be provided by the client on its letter of reference).

### **5. Scope of Services**

Please answer the following questions. Your answers should not exceed a total of eight pages in length and be in 12 point type. Ensure each question is numbered per the RFP, is clearly identified, and precedes the response.

#### *Qualifications*

- 5.1 Describe the qualification of staff that will be conducting the work.
- 5.2 Detail your experience in providing accessibility evaluation services to companies in the not-for-profit sector, as well as organizations of a comparable size to LACCD (10,000+ total employees).
- 5.3 What is your level of experience with the targeted accessibility standards Section 508, WCAG 2.0 level AA, and WCAG 2.1 level AA?



### *Business Process*

- 5.4 Please explain your process conducting product accessibility conformance testing and providing recommendations for possible alternative solutions, starting with receipt of request from LACCD to return of testing results to LACCD.
- Include steps concerning communication with client on identifying any obstacles.
  - Include steps with clients on project status.
  - What are the evaluation methods used?
  - Explain testing environments available, including desktop and mobile.
  - Describe reports provided.
- 5.5 Please explain your process conducting reviews of accessibility conformance documentation, including reviews of Accessibility Conformance Reports (ACRs) and Voluntary Product Accessibility Templates (VPATs), for digital products and explain how you provide recommendations for possible alternative solutions, starting with receipt of request from LACCD to return of testing results to LACCD.
- Include steps concerning communication with client on identifying any obstacles.
  - Include steps with clients on project status.
  - What are the evaluation methods used?
  - Describe reports provided.
- 5.6 Provide any efficiency metrics based on project volume, including turnaround times to client. Include any available specific examples working with clients evidencing said metrics. Please describe any known variance based on accessibility evaluation complexity.

## **6. Cost Structure**

Provide a fee structure for proposed services (itemize in Appendix B). The fee structure should include the rates of services performed, minimum hourly assignment, special costs, cancellation policies, and payment policies.

## **7. Appendices to be Included in Proposal**

1. Appendix C - Authorization to Contract. Provide pages as necessary

Provide either an excerpt from your Corporate Resolution, Certificate of Secretary, or





correspondence from the Chief Executive Officer or chairperson attesting that the individual signing the proposal has the authority to make binding representations on behalf of the financial institution.

## 2. Appendix D - Mandatory Documents to be Submitted in Response

1. Completed and signed Non-Collusion Affidavit (Exhibit A)
2. Completed and signed Certificate of Non-Discrimination (Exhibit B)
3. Completed Confidentiality Agreement (Exhibit C)
4. Acknowledgement of all addenda issued by the District (Exhibit D)
5. Completed and signed Exceptions and Deviations (Exhibit E)
6. Completed Russian Economic Sanctions Certification (Exhibit H)

## **GRACE PERIOD FOR MISSING OR INCORRECT FILING OF EXHIBITS "A" THROUGH "E" and "H" ONLY:**

In the event that a Provider fails to submit all or any part of items (a) through (e) above with its submission or if any submitted item is incomplete or incorrect, the Contracts Unit will notify the Provider and the Provider shall have an additional three (3) business days to submit the missing item to the Contracts Unit. Failure to submit the missing item will result in the disqualification of the Provider if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the Provider's Proposal being considered in the form in which it was originally submitted. Failure to submit mandatory items after the grace period will result in the proposal being deemed non-responsive.

## **6. PROPOSAL EVALUATION AND CONTRACT AWARD**

### **6.1. General**

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements in this RFP. An award will be made to the Proposer(s) judged to be the most advantageous to the District. The District expressly reserves the right to protect and make no award under this RFP.

### **6.2. Evaluation Procedures**

The RFP process shall commence with issuance and advertisement by the District of the



RFP inviting interested providers to submit Proposals. Subject to the District’s discretionary right to disqualify any provider that is not responsive to the requirements of the RFP documents, any and all interested providers are invited to respond to the RFP and to participate in the RFP process.

Upon receipt by the District, Proposals shall be delivered to a panel of evaluators appointed by the District (“Proposal Evaluation Panel”) consisting of appropriate District staff and possibly outside consultants. The Proposal Evaluation Panel will evaluate and score the Proposals according to the criteria listed below. The Contracts Unit will tabulate the scores received by each Proposer.

Any selection and contract award is subject to review by the District’s Chancellor and authorization by the District’s Board of Trustees.

**Request for Additional Information**

During any phase of the evaluation the District may require supplemental information in order to fairly evaluate a Proposer’s offer. For this purpose, the District may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and be permitted a reasonable period of time to submit the information.

**6.3. Evaluation Criteria**

The District plan to award multiple contracts based on an evaluation of the proposals according to specific criteria. The proposals will be evaluated by a District evaluation panel against the factors specified below. In the event a vendor cannot provide both services, the scoring criteria will be based on the services that they can provide either Digital Product Accessibility Testing or Digital Product Accessibility Conformance Documentation services.

Scores are based on a 100 point scale, as listed below:

<b>DIGITAL PRODUCT ACCESSIBILITY TESTING</b> Criteria based on the required components of the proposal	Points possible
Lowest Cost per product testing	35



Testing of Sample Contents	35
Qualifications of Service Provider	10
Evaluation Method Process	10
SLEDV	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

<b>DIGITAL PRODUCT ACCESSIBILITY CONFORMANCE DOCUMENTATION</b>	Points possible
Criteria based on the required components of the proposal	
Lowest cost per product accessibility conformance documentation (ACR or VPAT) review	35
Testing of Sample Contents	35
Qualifications of Service Provider	10
Evaluation Method Process	10
SLEDV	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities, to request additional information from proposing organization and to change the evaluation process described above if circumstances are in the best interests of District to do such.

In the event a proposal(s) is rejected or the proposal’s offer is not rejected but does not result in a contract award, District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. By requesting proposals, the District is in no way obligated to award a contract or pay expenses of the proposing institution in connection with the preparation or submission of a proposal.

**6.4. Contract Award**



The District reserves the sole right to make this determination. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees. No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District and has been signed by both parties.

The proposers receiving the highest aggregate final rating for which acceptable contract terms and conditions have been successfully negotiated within the fixed timeframe will be recommended for contract award to the Board of Trustees. All awards must be authorized by the Board of Trustees. The LACCD Board must approve the contracts before a contract can be signed and work can begin.



## **APPENDIX A: SCOPE OF SERVICES**

LACCD is seeking proposals from qualified vendors interested to provide 1.) digital product accessibility testing and recommendations for possible alternative solutions, and 2.) reviews of accessibility conformance documentation, including Accessibility Conformance Reports (ACRs) and Voluntary Product Accessibility Templates (VPATs), for digital products and recommendations for possible alternative solutions in accordance with the applicable accessibility standards and guidelines, such as the Web Content Accessibility Guidelines (WCAG) 2.1 AA or later.

### **SAMPLE CONTENT**

The following samples of content are provided to assist with proposals.

Proposals for digital product accessibility testing services must include sample accessibility testing reports with proposed alternative solutions for each of the following products:

- Sample Product A (web-based product)
- Sample Product B (web-based product)

Proposals for digital product accessibility conformance documentation review services must include a sample review with proposed alternative solutions for each of the following products:

- Sample Product C (ACR for web-based product)
- Sample Product D (ACR for web-based product)



**APPENDIX B: COSTS STRUCTURE**

Provide a breakdown of the cost for each service type (for 250+ products) to be considered in the RFP response. The cost per service rate should be itemized, and include any additional costs associated with that service.

<b>Services to be Performed</b>	<b>Per Product* Rate</b>	<b>Hourly Rate</b>
Digital product accessibility testing with proposed alternative solutions for 250+ products		
Digital product accessibility conformance documentation (ACR or VPAT) review with proposed alternative solutions for 250+ products		
Additional services (Optional)		

**\*Digital products include digital software, content, and services such as, desktops and web-based software, e-texts and digital Open Educational Resources (OERs), library databases, videos and multimedia.**



## **8. SCHEDULE OF EXHIBITS**

- Exhibit A: Non-Collusion Affidavit
- Exhibit B: Certificate of Non-Discrimination
- Exhibit C: Completed Confidentiality Agreement
- Exhibit D: Acknowledgment of all addenda issued by the District
- Exhibit E: Exceptions and Deviations to the Standard Form Agreement
- Exhibit F: Professional Services Agreement
- Exhibit G: SLEDV
- Exhibit H: Russian Economic Sanctions Certification



**Exhibit A: Non-Collusion 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 (Provider) \_\_\_\_\_ 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, with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that 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 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 Non-Collusion Affidavit this

\_\_\_\_\_ Day of \_\_\_\_\_, 2022

PROPOSER \_\_\_\_\_  
(Type or Print Complete Legal Name of Provider)

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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





**Exhibit B: Certificate of Non-Discrimination**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID)

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this

\_\_\_\_\_ day of \_\_\_\_\_, 2022

BIDDER \_\_\_\_\_

(Type or Print Complete Legal Name of Provider)

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



**Exhibit C: Completed Confidentiality Agreement**

The undersigned, a duly authorized officer of

\_\_\_\_\_, does hereby represent,  
warrant and agree to the following statement:

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

Date: \_\_\_\_\_  
\_\_\_\_\_ *Name of Proposer*

By: \_\_\_\_\_  
*Authorized Officer*



**Exhibit D: Acknowledgement of All Addenda Issued By The District**

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

<b>ADDENDUM NO.</b>	<b>DATE RECEIVED</b>	<b>SIGNATURE</b>

If necessary, please print and sign additional pages.

PROPOSER \_\_\_\_\_

(Type or Print Complete Legal Name of Provider)

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



**Exhibit E: Exceptions and Deviations to the Standard Form Agreement**

- A. The Proposer acknowledges it has seen and reviewed the Professional Services Agreement in Exhibit F and attests to the following:
- B. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
  - 1. Proposals that mandate the use of provider standard services contract, rather than utilizing the District’s standard services contract.
  - 2. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

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

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

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

PROPOSER \_\_\_\_\_  
(Type or Print Complete Legal Name of Provider)

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



**Exhibit F: Personal Services Agreement**

**PERSONAL SERVICES AGREEMENT**

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

By

,

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

,

("Contractor")

DATE:

TERM OF AGREEMENT: From: To:

Any reference in the header information set forth in the upper right corner on the front page of this Agreement, to "Contract Amount" and to dates identified as "Start Date" and "End Date," specifically indicates only those provisions made, or the intent thereof, to fully fund the Agreement for scheduled payments due hereunder during the current fiscal year, and is not to be construed as a reference to the intended or actual contract period, or to the full sum of payments that have been made or are still to be made under this Agreement.

**RECITALS**

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

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

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



## **AGREEMENT**

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit.
2. **WARRANTIES.** The Contractor warrants that the 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 services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
7. **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.

8. **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.
9. **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.
10. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the



District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

11. **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 asset forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- Professional liability insurance in an amount not less than one million dollars





(\$1,000,000) per incident.

- Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.
- If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation. Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than one Million Dollars \$1,000,000 per occurrence or claim; two Million Dollars (\$2,000,000) aggregate.
- **HIPAA Compliance.** The parties agree that, to the extent required by Legal Requirements, the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) ("HIPAA").
- **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.

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.

12. **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.

13. **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.

14. **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.
15. **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.
16. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
17. **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.
18. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
19. **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.



20. **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.
21. **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.
22. **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.
23. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**

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

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

No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or 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.

#### 24. EXECUTIVE ORDER N-6-22 ECONOMIC SANCTIONS AGAINST RUSSIA

##### **Notice to All Contractors and Entities Doing Business with Los Angeles Community College District**

On March 4, 2022, Governor Gavin Newsom issued **Executive Order N-6-22 (EO)** regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

As a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Failure to comply may result in the termination of contracts or grants, as applicable.

#### 25. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.

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

**26. Provider hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Provider agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web**



**Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The provider shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Provider shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Provider agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the provider in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Provider further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the provider's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on provider's product or service to verify conformance or any representation of conformance made by the provider with this section.**



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

**CONTRACTOR**

,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DISTRICT**

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit G: SLEDV**

**CERTIFICATION OF SMALL, LOCAL, EMERGING, AND DISABLED VETERAN BUSINESS**

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

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

Date: \_\_\_\_\_  
Name of Bidder/Proposer

By: \_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Title



**EXHIBIT H: RUSSIAN ECONOMIC SANCTIONS CERTIFICATION**

The undersigned, a duly authorized officer of \_\_\_\_\_

does hereby certify, represent and warrant the following statements:

1. I am duly authorized to execute this certification on behalf of the Proposer identified below.
2. The Proposer is not a Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
3. The Proposer has not proposed in its Proposal submitted with this certification to enter into any contract for services related to the RFP that is the subject of this certification, with any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
4. If Proposer is selected for the award of a contract with the District, the Proposer shall fully comply with all applicable requirements of Executive Order N-6-22 signed by the Governor of the State of California on March, 4, 2022 and all other state and federal requirements related thereto (including, without limitation, if the contract awarded to Proposer has a total value of more than \$5 million, all notification and reporting requirements thereof), including the execution by Proposer and its Subcontractors, or of such additional certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Proposer’s and its Subconsultants’ compliance and continuing compliance with the foregoing.

Proposer Name (print): \_\_\_\_\_

Owner/Officer Name (print): \_\_\_\_\_

Owner/Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_